SSFM INTERNATIONAL, INC.
MONTHLY STATUS REPORT TO CLIENT

Project Name:	**DPW Simon Sanchez Professional Construction Management Services for the Construction of Simon Sanchez High School**
Name of Client:	**Guam Department of Public Works**
Date of This Report:	**January 31, 2025**
Date Of Last Report:	**N/A**
Prepared By:	**Ed Hipolito**

SCOPE OF WORK
a) Pre-Construction
b) Construction

WORK COMPLETED FOR THE PERIOD (10/01/24 to 1/31/25)
• October 2, 2024: SSFM meeting with DPW director to establish the working group for SSHS project
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• October 29, 2024: SSFM meeting with GEDA
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• November 5, 2024: Kick-Off meeting with DPW, GDOE, AG, TRMA & SSFM

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• December 13, 2024: SSFM coordinated with Linda Ibanez regarding on TRMA revised A/E contract terms
• December 13, 2024: SSFM received FF&E documents from TRMA
• December 19, 2024: SSFM weekly meeting with TRMA

WORK COMPLETED FOR THE PERIOD (10/01/24 to 1/31/25)
• December 19, 2024: Meeting with GEDA and finance team
• December 20, 2024: Weekly meeting with DPW, GDOE, AG, TRMA & SSFM
• December 23, 2024: SSFM Meeting with GEDA and Financing Team
• December 26, 2024: SSFM weekly meeting with TRMA and received the Final cost estimate of SSHS from Cedric
• December 26, 2024: SSFM received the SSHS lease revenue bond from GEDA
• December 26, 2024: SSFM received a copy of TRMAs updated on their A/E contract
• December 27, 2024: SSFM received a copy of SSHS Cost Inflation Factors (March 2023 from GEDA
• December 30, 2024: SSFM coordinated with GEDA regarding the March 2023 Financial document.
• December 31, 2024: SSFM develop RFP timelines for internal review
• January 2, 2025: SSFM weekly meeting with TRMA to discuss remaining deliverables and NTP Status
• January 3, 2025: SSFM weekly with DPW, GEDA, GDOE and AG
• January 6, 2025: SSFM sent the draft RFP working to TRMA, GDOE, GEDA and AG for initial review and comments
• January 8, 2025: SSFM met with DPW, GEDA, GDOE and Gov't Fiscal Team regarding the RFP
• January 8, 2025: SSFM attended GEDA's Finance Training for RFP development
• January 9, 2025: SSFM attended the meeting with GEDA on RFP development
• January 9, 2025: SSFM weekly meeting with TRMA to discuss remaining deliverables, NTP Status
• January 9, 2025: SSFM provided suggestion on TRMAs modification concurrence letter
• January 9, 2025: SSFM sent a follow-up email to GCC regarding on the FF&E
• January 10, 2025: SSFM received an email regarding Lester Carlson comment on the DLM Director Attending Meetings
• January 10, 2024: SSFM weekly with DPW, GEDA, GDOE and AG
• January 13, 2025: SSFM meet DPW director on the RFP and Evaluation Scoring
• January 14, 2025: SSFM followed-up GEDA on their response on the RFP section

WORK COMPLETED FOR THE PERIOD (10/01/24 to 1/31/25)
• January 16, 2025: SSFM weekly meeting with TRMA to discuss NTP Status, Programming Documents
• January 17, 2025: SSFM weekly with DPW, GEDA, GDOE and AG
• January 20-23, 2025; RFP development workshop with DPW director
• January 21, 2025: SSFM send and inquiry with GDOE and TRMA regarding the FF&E Portion of the RFP set a meeting.
• January 22, 2025: SSFM received the draft financing schedule prepared by GEDA and Financial advisor
• January 23, 2025: SSFM weekly meeting with TRMA to discuss updates on the programming document progress.
• January 24, 2024: SSFM submitted the 2nd draft of RFP Working Template
• January 24, 2024: SSFM weekly with DPW, GEDA, GDOE and AG
• January 27, 2024: Coordination with DPW on the SSHS Evaluation Criteria Meeting.
• January 27, 2024: SSFM developed the NDA format per DPW request.
• January 28, 2024: SSFM updated the schedule for review and coordination

IMMEDIATE ACTION ITEMS	
DPW Action Items:	• N/A
SSFM Action Items	• Draft of DPW Non – Disclosure Agreement (NDA) • Revised schedule
GDOE	• Status of Final FF&E list, Cost and Funding from GCC Status of Final FF&E list, Cost and Funding from GCC • Definition of "FF&E Services" for GEDA- Ensure Developer purchases and installs using government funds
TRMA	• Status of Final FF&E list, Cost and Funding from GCC

UPCOMING DEADLINES		
	Description of Work Item	**Deadline**
1.	3rd Draft of RFP w/ GEDA and TRMA inputs	02/12/25
2.	DPW/CM Page by Page Review of RFP- February 13th-18th.	02/13/25 -02/18/25

UPCOMING DEADLINES		
3.	90% DRAFT RFP (Transmit for Legal Review)	02/24/25
4.	RFP Target Issuance / Advertisement	3/28/25

MEETINGS COMPLETED FOR THE PERIOD (10/01/24 to 1/31/25)			
	Description	**Date**	**Location**
1.	SSFM Meeting with DPW Director	10/2/24	DPW FHWA Office
2.	SSFM Meeting with DPW, GDOE, OAG, TRMA	10/16/24	MS Teams conferencing
3.	SSFM Meeting with DPW Director	10/16/24	DPW FHWA Office
4.	Weekly Coordination Meeting with DPW	10/18/24	DPW FHWA Office
5.	Weekly SSFM-TRMA Meeting	10/22/24	MS Teams conferencing
6.	SSFM Meeting with GEDA	10/29/24	MS Teams conferencing
7.	Weekly Coordination Meeting with DPW	11/1/24	MS Teams conferencing
8.	Kick-Off Meeting	11/5/24	DPW FHWA Office
9.	Weekly SSFM-TRMA Meeting	11/7/24	MS Teams conferencing
10.	Weekly Coordination Meeting with DPW	11/8/24	MS Teams conferencing
11.	Weekly SSFM-TRMA Meeting	11/14/24	MS Teams conferencing
12.	Weekly Coordination Meeting with DPW	11/15/24	MS Teams conferencing
13.	Weekly SSFM-TRMA Meeting	11/21/24	MS Teams conferencing
14.	Weekly Coordination Meeting with DPW	11/22/24	DPW FHWA Office
15.	Weekly SSFM-TRMA Meeting	12/5/24	MS Teams conferencing
16.	Weekly Coordination Meeting with DPW	12/6/24	DPW FHWA Office
17.	Weekly SSFM-TRMA Meeting	12/12/24	MS Teams conferencing
18.	Weekly Coordination Meeting with DPW	12/13/24	DPW FHWA Office
19.	Weekly SSFM-TRMA Meeting	12/19/24	MS Teams conferencing
20	Weekly Coordination Meeting with DPW	12/20/24	DPW FHWA Office
21.	Meeting with GEDA and Finance Team	12/23/24	GEDA Office
22.	Weekly SSFM-TRMA Meeting	12/26/24	MS Teams conferencing
22.	Weekly SSFM-TRMA Meeting	1/2/25	MS Teams conferencing
23	Weekly Coordination Meeting with DPW	1/3/25	DPW FHWA Office

24.	Meeting with DPW, GEDA, GDOE and Finance Team	1/8/25	GEDA Office
25.	Meeting with GEDA on RFP	1/8/25	MS Teams conferencing
26.	Weekly SSFM-TRMA Meeting	1/9/25	MS Teams conferencing
27.	Weekly Coordination Meeting with DPW	1/10/25	DPW FHWA Office
28.	Meeting with DPW director on the RFP and Evaluation Scoring	1/13/25	DPW FHWA Office
29.	Weekly SSFM-TRMA Meeting	1/16/25	MS Teams conferencing
30.	Weekly Coordination Meeting with DPW	1/17/25	DPW FHWA Office
31.	RFP Development Workshop with DPW	1/21/25 – 1/23/25	SSFM Guam Office
32.	Weekly SSFM-TRMA Meeting	1/23/25	MS Teams conferencing
33.	Weekly Coordination Meeting with DPW	1/24/25	DPW FHWA Office
34.	Weekly SSFM-TRMA Meeting	1/30/25	MS Teams conferencing
35.	Weekly Coordination Meeting with DPW	1/31/25	DPW FHWA Office

UPCOMING MEETINGS (TENTATIVE SCHEDULE)			
	Description	**Date**	**Location**
1.	DPW and Evaluation Committee Meeting	02/05/25	DPW FHWA Office
2.	Weekly SSFM-TRMA Meeting	02/06/25	MS Teams
3.	Weekly Coordination Meeting with DPW	02/07/25	DPW FHWA Office
4.	Weekly SSFM-TRMA Meeting	02/13/25	MS Teams
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PENDING ITEMS and DELIVERABLES	
1.	Add Guam Council on the Arts and Humanities Agency (CAHA) requirement to RFP

MISCELLANEOUS COMMENTS	
1.	None.

PROJECT STATUS – SCHEDULE and PROGRESS			
Schedule			
NTP Date	**Completion Date**	**% Complete (by schedule)**	**Comments**
September 27, 2024	**September 26, 2027**	**11%**	**RFP Development Phase**

Attachments with this Client Status Report:

1. Request for Proposal (RFP Deliverable)
2. Project Management Plan
3. Project Schedule
4. Meeting Minutes:
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      i. October 9, 2024
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d. Meeting with GEDA - MS Teams Conferencing
   i. October 29, 2024

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PENDING ITEMS and DELIVERABLES	
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MISCELLANEOUS COMMENTS	
1.	None.

PROJECT STATUS – SCHEDULE and PROGRESS			
Schedule			
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d. Meeting with GEDA - MS Teams Conferencing
   i. October 29, 2024

REQUEST FOR PROPOSALS

FOR

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

AS AUTHORIZED BY THE "MA KAHAT ACT OF 2013" AND ALL SUBSEQUENT/ RELATIVE PUBLIC LAWS AS APPROPRIATE

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

LOURDES A. LEON GUERRERO
Governor of Guam

And

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

DRAFT

REQUEST FOR PROPOSALS

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLTION, DESIGN, BUILD, LEASE/ LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)

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

LOURDES A. LEON GUERRERO
Governor of Guam

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PREPARED BY:

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

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

DRAFT

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

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

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

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio**, through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **Construction of a New Simon Sanchez High School – Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM), Project No. 730-5-1059-L-YIG.**

RFP documents will be available for purchase starting **Friday, March 28, 2025**, at the **Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW** for a **non-refundable fee of $25.00**. Payment must be made at the **Permit Center, Building "A"**, and a receipt must be presented to obtain the documents.

A **mandatory pre-proposal conference** will be held on **Friday, April 4, 2025, at 11:00 a.m.** in the **DPW FHWA Conference Room (2nd Floor).** An optional **site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site. Participation in the site visit is optional.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment. Upon obtaining the RFP, Offerors must complete and return the **Acknowledgment of Receipt Form (Attachment 7)** to DPW. Failure to submit this form may result in the Proposer not receiving addenda or other notices related to the RFP, potential point deductions during the evaluation process, or disqualification as non-responsive.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE NON-MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/ REPLIES TO QUESTIONS/ CLARIFICATIONS**
Friday, May 23, 2025, 4PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**ANTICPATED INTERVIEW DATE**
Friday, June 20, 2025	**ANTICIPATED SELECTION NOTICE**

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CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM

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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, construction, leasing, insurance, and capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the ***MA KAHAT ACT OF 2013*** and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, and construction. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be structured as an annually renewable lease, with automatic renewal provisions contingent on available pledged revenue under §58D109. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose corporate proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents in accordance with the timelines specified in this RFP.

I. TERM AND TIME OF PERFORMANCE

The term of this solicitation is comprised of two sections: 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed, and 2) The negotiated Lease/Leaseback Capital Maintenance period.

II. SCOPE OF SERVICES

The Proposer shall be responsible the scope of work, services and responsibilities in this RFP and the requirements outlined in the Financing Scope of Work (Attachment A) and the Design| Construction and Insurance| Capital Maintenance Scope of Work (Attachment B)

III. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the DPW Director Vincent Arriola via John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Division of Capital Improvement Projects Contracts Administration Section Department of Public Works. All written communications must reference: **CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

IV. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Proposal Submittal with all required forms/ addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also consist of a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

V. PROPOSAL SUBMITTAL

The Proposal shall be submitted in a sealed envelope or box that is clearly marked **""CONSTRUCTION OF A NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM) Project No. 730-5-1059-L-YIG"** and must include one (1) original with all the required forms listed on Section XXX- RFP ATTACHMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed Term Sheet and Price Proposal.

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11 inch format with font no less than 10-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Proposer. The description shall show that the firm possess the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-
This should be an overview of the entire RFP Packet with a description of the general approach and/ or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP

Section 2: Table of Contents. Include a clear identification of the written material by section and by page number

Section 3: Cover Letter (max. 1 page)
Each proposal shall include a cover letter signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name, phone number and email address of the Proposer's contact person relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/ relevant public laws*.**

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the overall project coordinator/manager. The manager candidate may be subject to the approval of DPW.

c) Organizational chart for Proposer. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignment for the Project.

d) Resumes of personnel to be involved with the Project shall be included including their school construction experience. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.

e) Description of Proposer's technical competence and Proposer's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Capacity of Proposer

Detailed description of the Proposer's plan and methods for carrying out the Project, including:

Construction

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) Provide a list of projects and the volume of construction in dollars for each of the past three (3) years.

d) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

e) How the Proposer plans to ensure the project remains within the budgetary limits set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

f) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project.

g) How the Proposer plans to rapidly mobilize and execute an accelerated financing, demolition, design, and construction schedule to meet the project's expedited financing, demolition, design and construction timeline. Describe any concurrent strategies for financing, demolition, and that will streamline mobilization, expedite demolition and accelerate project completion.

h) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design, construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies that will help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.

i) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

j) How the Proposer plans to incorporate local subcontracting teams into the Project.

k) How the Proposer plans to incorporate construction means and methods into the Project.

l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

m) Provide a statement of financial resources, bonding capacity and insurance coverage.

n) Certificates of Insurance identifying the firm's current insurance coverages.

o) Provide all required attachments listed in this RFP in an appendix not counted toward the forty (40) pages.

Financing

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

p) Proposer's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

q) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

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

s) Please include your firm's three (3) years latest audited financials.

t) Please describe any other terms and conditions required by your firm, regarding this financing.

u) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

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

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

Section 6- Experience on Similar Projects

Description of the Proposer's experience with respect to the area of building public schools or similar construction in size, price, and scope. Specially, please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide any examples of its experience in a municipal lease back project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Identify whether the project is completed or ongoing.

d) Identify if any of the projects had phased completion.

e) For the projects listed above, be sure to include the following information:

i. Project name and Description.

ii. Firm's role.

iii. Award and completion dates.

iv. Project initial contract price and final contract price.

v. Construction cost.

vi. Staffing, including Proposer's team members, subcontractors and consultants.

vii. Relationships with Owner/ Client during the project

viii. References- Provide a contact name, telephone number and email address for the Owner.

ix. Discussion of claims, demands, and or litigation arising from the project and involving the Proposer, and the resolution of the same.

x. List projects that the Proposer has successfully completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the complexity of the project; the needs of the clients; minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all suits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/ or litigation state the issues in the claim and/or litigation, the status of the claim/ litigation, the names of the parties involved, and the outcome, if any.

Proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

Include a copy of your Contractor license and statement on whether license has been revoked or suspended in the last five (5) years. Proposer must hold a Contractors License, which is current, valid and in good standing with the Guam Contractor's Licensing Board.

If any of the following have occurred, please describe in detail the circumstance of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the needed services. Accordingly, Proposer may describe mitigating factors as a part of description of any of the above.

VII. TERMS OF PAYMENT

a) The Government of Guam shall pay the Developer, Contractor or Finance Company, on an annual basis, for all lease payments due in accordance with the terms of the contract, consistent with the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT/RELAVENT PUBLIC LAWS.

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

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

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

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site free and clear of any interest the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds along with 2) the

Notice of Award. The contractor must submit a separate invoice for the Demolition and Clearing, which will be paid 30 days after receipt of invoice.

VIII. AVAILABILITY

This Request for Proposals ("RFP") may be picked-up at the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Work, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., beginning March 28, 2025. Upon obtaining this RFP, prospective Proposers must sign in in the Offerors Register in order to receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda's from DPW regarding this RFP.

IX. AMENDMENTS

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

X. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are *"Mandatory"* as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference. A Proposer who does not attend will be disqualified.

XI. PRE-PROPOSAL QUESTIONS

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

XII. EXPLANATION TO OFFERORS

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

form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the Proposer must be acknowledged.

XIII. DPW's ANSWERS

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

XIV. WITHDRAWAL OF PROPOSALS

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

XV. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVI. NO LATE PROPOSALS

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

XVII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum,

the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XVIII. EQUAL OPPORTUNITY

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

(b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XIX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals will be prepared. The Register of Proposals will be opened to public inspection only after award. Proposals and modifications will be shown only to government personnel having a legitimate interest in them.

XX. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

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

XXI. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If a

Proposer is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Proposer.

XXII. COMPLETENESS OF PROPOSALS

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

XXIII. FAILURE TO COMPLY WITH INSTRUCTIONS

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

XXIV. DPW RIGHTS RESERVED

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

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) Reject any or all proposals received in response to this RFP in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXV. NON-DISCLOSURE OF DATA

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

portion of the proposal will be disclosed and that, unless the Proposer withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXVI. REJECTION OF PROPOSAL OFFER.

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

XXVII. CANCELLATION OF RFP SOLICITATION

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

XXVIII. DEBARMENT

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

XXIX. INDEMNIFICATION

Indemnify the government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXX. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

1. **Financing Scope of Work** (*reference RFP ATTACHMENT A*).

2. **Design| Construction & Insurance| Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B).*

3. **Affidavit Disclosing Ownership and Commissions** per 5 G.C.A. § 5233 *(reference: RFP ATTACHMENT 1).* As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day period. In

addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. *See RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002.*

4. **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) *(reference RFP ATTACHMENT 2).* By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. *See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.*

5. **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) *(reference RFP ATTACHMENT 3).* The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. *See RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.*

6. **Affidavit Re Contingent Fees** per 2 GAR § 11108 *(reference: RFP ATTACHMENT 4).* It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. *See RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.*

7. **Affidavit Re Ethical Standards** per 2 GAR § 11103 *(reference: RFP ATTACHMENT 5).* The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. *See RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.*

8. **DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION** *(reference: RFP ATTACHMENT 6).*

9. **ACKNOWLEDGEMENT OF RECEIPT FORM** *(reference: RFP ATTACHMENT 7).*

XXXI. OPENING OF PROPOSALS

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

XXXII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by "***The Ma Kahat Act of 2013***" **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee.

The Evaluation Committee will conduct discussions with the top three (3) qualified Proposers following submission and evaluation of proposals and will notify the Proposers with a date and time for the discussion. The Proposer has the choice to appear in person and/or teleconference. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. A computer projector will be available for use by the Proposer. In addition, a phone will be made available should the Proposer need to contact personnel not present in person. Discussions will be held at:

Department of Public Works
Division of Highways Building, 2nd Floor Conference Room 201
(671) 645-4482, participation code: 517110

The evaluation process includes the following:

1. Each member evaluates the proposal and ranks the Proposer based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest.)
2. The top ranked Proposers will be interviewed with the final scoring determined thereafter.
3. Tie Breaker Procedure: In the event that two (2) or more Proposers rank is determined to be equal, the Chairperson will evaluate the proposals to break the tie.
4. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference and submit it to the DPW Director and

recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

5. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

6. DPW, GDOE, GEDA, and its representatives will enter into negotiations with the best qualified Proposer, at which time their sealed Term Sheet and Price Proposal will be opened for discussion/ negotiation.

XXXIII. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any Proposers.

XXXIV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal. A plan giving as much detail as practical as on how the services will be performed. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Sections 1-7)*	15	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	25	
Capacity of Proposer Detailed description of the Proposer's plan and methods for carrying out the Project and ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 5 Capacity of Proposer).*	25	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience on projects	25	

similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VI. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*		
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VI. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

XXXV. INDIVIDUAL EVALUATION FORM

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

XXXVI. SUMMARY EVALUATION FORM

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

XXXVI. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

The Term Sheet and Price Proposal will be unsealed from the Highest Ranked Proposer prior to Negotiations and must be within the budgetary ceiling outlined within the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XXXVII. NEGOTIATION AND AWARD OF CONTRACT

The Department of Public Works, GEDA, and GDOE will negotiate a final contract with the best-qualified Proposer for the required services to ensure that the final contract meets the government's project objectives, financial interest and is consistent with the budgetary parameters outlined in Guam public law.

Contract negotiations will be directed toward:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

XXXVIII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Proposer, the contract will be awarded to the Proposer.

XXXIX. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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

XL. NOTICE OF AWARD

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

XLI. AWARDING OF CONTRACT

The Department of Public Works will negotiate a contract with the best qualified Proposer for the required services. If compensation, contract requirements and contract documents can be agreed upon with the Proposer, a contract will be awarded to this Proposer.

XLII. COMMENCEMENT OF WORK

DPW will issue Notice to Proceed (NTP) for services for the project upon approval of Contract Agreement.

(end

FINANCING SCOPE OF WORK

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

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation.

To minimize the cost to the government of Guam, financing utilized by the successful proposer to fund the design, demolition, construction and FF&E services for the new Simon Sanchez High School ***shall*** be through tax-exempt obligations, or other financial instruments issued in conjunction with the Guam Economic Development Authority (GEDA). The successful Proposer and GEDA may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan.*

The purpose for this Section is to assure the government of Guam pays the lowest possible interest rate so that the cost to the government of Guam of financing the design, demolition, construction and FF&E services of the new Simon Sanchez High School, amortized through the lease/lease-back payments from the government of Guam to the successful Proposer, will be lower than regular commercial rates.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance as negotiated. Proposer must obtain all required property, liability and workmen's compensation insurance. The successful proposer shall provide a ***separate*** **cost** for the annual Insurance, Maintenance and Capital Maintenance of the new Simon Sanchez High School.

FINANCIAL DESCRIPTION

Leaseback agreement.

The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the

Government of Guam at the lease payment offered and accepted through this RFP for use as an educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "*Ma Kåhat* Act of 2013" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

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

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

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

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High School financing shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The Proposer may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*.

Supplemental Information

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

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

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

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

Design/ Construction and Insurance/ Capital Maintenance
Scope of Work

(INSERT DESIGN/ CONSTRUCTION AND INSURANCE/ CAPITAL MANTENANCE SCOPE OF WORK

ATTACHMENT B- PENDING TRMA, February 17th.)

DRAFT

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

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

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

Name	**Address**	**% of Interest**

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

Name	**Address**	**Compensation**

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____

AG Procurement **Form 003** (March 9, 2011)

ATTACHMENT 3

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AG Procurement **Form 007** (Nov. 9, 2010)

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____ ____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Offeror Company: _____

I, _____ hereby certifies under penalty of perjury:

1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

2) That I have read and understand the provision of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§5802. Benefits.

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

3) That the offeror is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;

4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

_____
Signature

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

ATTACHMENT 7

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

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

Construction of Simon Sanchez High School

Name of Prospective Offeror _____

Name of person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____

_____

DRAFT

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Fax: (671) 300-7738
www.ssfm.com

PROJECT MANAGEMENT PLAN

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

2024_003.000
Yigo, Guam
Contract No. 730-5-1059-L-YIG

public works
DIPATTAMENTON CHE'CHO' PUBLIKO

Work Plan Prepared by:

SSFM

January 31, 2025

This document is intended to be a live document from Project Initiation through all Project Planning Phases.

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Section 1. Project Goals

1.1 Reasons for Project Initiation & Client Priorities

Due to Super Typhoon Marwar, the current Simon Sanchez High School (SSHS) facility has been declared structurally unfit for use, resulting in the displacement of students. SSHS students are temporarily attending double-session classes at JFK High School, which creates hardship for the students, parents, and faculty.

Public Law (PL) 37-22 provided the legal framework for the reconstruction of Simon Sanchez High School (SSHS), addressing the urgent need for a modern, functional, and safe educational facility for the community in Guam. The law seeks to streamline funding, procurement, and project execution to ensure the delivery of the school in a timely and cost-effective manner.

Public Law (PL) 37-22 requires the following:

- The allocated budget for the project is $166,365,000, ensuring sufficient funds for construction, fixtures, equipment, and maintenance.
- Annual Financing Cap: An annual cap of $16,377,125 governs the release of funds, aligning spending with fiscal cycles and preventing cash flow issues.
- Maximum Interest Rate: The project's financing agreements must adhere to an 8.5% annual interest rate cap, ensuring affordability

1.2 Client Expectations

During pre-construction, the client expects SSFM to:

- Develop and manage the Request for Proposal (RFP) documentation.
- Facilitate the procurement process with adherence to budgetary constraints.
- Coordinate with key stakeholders, including TRMA (Designer), Guam Department of Public Works (DPW), Guam Department of Education, SSHS personnel, Guam Bureau of Budget and Management Research (BBMR), Guam Economic Development Authority (GEDA), Guam Community College (GCC), and OAG, to streamline approvals and align deliverables with project objectives.

For the construction phase, SSFM is tasked with providing robust construction management services aligned with established industry best practices and contractual obligations. Discussions are ongoing regarding an SSFM No-Cost Amendment to align actual work with SSFM's original contract.

1.3 SSFM goals and expectations

SSFM's overarching goal is to successfully deliver the new SSHS while ensuring full compliance with Public Law 37-22 and meeting stakeholder expectations. This includes:

- Coordinating with DPW, BBMR, GEDA, GDOE, SSHS administration, and other relevant parties (Governor's office, Senators, SSHS Parents and Students) to align deliverables with project goals.
- Overseeing quality assurance processes to ensure deliverables meet design and compliance standards.

- Ensuring full compliance with Guam Council on the Arts and Humanities Agency (CAHA) public law requirements of PL 20-27. SSFM to ensure that the Developer complies with the law by insuring language is within the RFP and executed during construction.

Section 2. Project Overview

2.1 Project Description

SSFM will function as the Construction Manager (CM) for the SSHS Finance, Demolition, Design, Build, Maintain, and Leaseback (FDDBML) project. Key responsibilities include:

- Development and management of the FDDBML RFP and procurement process.
- Coordination of financing arrangements by GEDA.
- Oversight of design and construction activities to ensure they comply with Guam's regulatory requirements and Public Law 37-22.
- Collaboration with key entities, including DPW, GEDA, and GDOE's architectural and engineering teams.

2.2 Project Scope

Project Includes
Perform all services necessary as CM to assist DPW in managing the design review and construction of the new Simon Sanchez High School.
Project Excludes
Post-construction services beyond the 30-month construction period unless explicitly agreed upon.
Present and Future Use
Assumptions
Permitting Requirements

No-Cost Contract Modifications Requirements:

- The RFP scope should be revised to exclude BIM and scheduling efforts, as well as to remove Liquidated Damages (LD).

2.3 Construction Delivery Method

The project aligns with the Finance, Demolition, Design, Build, Maintain, and Leaseback (FDDBML) model mandated by PL 37-22. This integrated delivery method ensures streamlined financing, design, construction, and maintenance operations.

2.4 Contract Status

Contract Executed: September 27, 2024.
NTP Issued: September 28, 2024.
Kick-off Meeting: November 18, 2024
Performance Period: September 2024 – September 2027

	Change Order Description	Submitted	Approved
1	N/A		
2	N/A		
3	N/A		

2.5 References

- Guam Public Law 37-22
- Guam Public Law 20-27: Guam Council of Arts and Humanities Agency (CAHA)
- DPW CM Request for Proposal
- TRMA SSHS Basis of Design
- TRMA SSHS 100% Design Submittal

Section 3. Compilation of Project Team

3.1 Sub-consultants

Initiate contact with sub-consultants to discuss project requirements, goals and expectations.

- ESCA Engineering: BIM (Building Information Modeling)
- Kirschner Contractors: Project Scheduler
- Design Partners, Inc.: Architectural Consultant
- HTD: Site Inspector

3.2 Requirements and Deadlines

CM Contractual Timeline:

- Pre-Construction: 6 Months
- Construction: 30 Months

Current Project Deadlines and Milestones:

- Draft RFP: February 12, 2025
- Final RFP: March 28, 2025
- Developer Selection: June 26, 2025
- NTP/Start of Construction – June 27, 2025
- Substantial Completion – June 26, 2027

3.3 Roles and Responsibilities

Role	Responsibility by Deliverable (Sheet, Report, Coordination Requirement, etc.)
Principal-in-Charge	The Principal-in-Charge oversees the entire project, ensuring all company resources are committed to achieving positive results. This role involves managing multi-stakeholder projects, mitigating risks, and ensuring project alignment with client goals. They maintain high-level oversight from start to finish, offering strategic direction and ensuring compliance with procurement and delivery methods.
Project Manager	The Project Manager is responsible for the day-to-day coordination of the project. This includes developing a formal project work plan, managing communications, ensuring document accuracy, coordinating with different disciplines, and overseeing the QA/QC processes. The Project Manager actively engages in problem-solving to keep the project on schedule and within budget.
Resident Engineer	The Resident Engineer provides on-site supervision and ensures that construction activities comply with project specifications, design documents, and safety standards. They oversee contractors, monitor construction progress, and coordinate with the Project Manager for timely resolution of issues.
Deputy Resident Engineer	The Deputy Resident Engineer assists the Resident Engineer in all field operations, focusing on specific sections or aspects of the project. They may supervise specific trades, manage technical inspections, and ensure that construction details meet the design intent and quality standards.
Inspector	The Inspector performs quality assurance inspections and ensures compliance with construction drawings, specifications, and safety regulations. They maintain detailed records, monitor testing procedures, and report any deviations from the project standards. Inspectors also identify issues that require corrective actions
Document Control Specialist	This role is responsible for managing all project documentation, including design documents, contracts, permits, and correspondence. The Document Control Specialist ensures timely distribution, accurate filing, and easy retrieval of project records, both in hard copy and digital formats.
Scheduler	The Scheduler will review the contractor's baseline and updated construction schedules, ensuring that all activities are aligned with the project timeline. They will review the contractor's updated schedule for accuracy in the best interest of the Government.

3.4 Team Roster

Principal – Joseph Duenas
Project Manager – Ed Hipolito
QA / QC – Gerard Bautista
Construction Manager – Glenn Leon Guerrero
Deputy RE – TBA
Site Inspector – TBA
BIM Manager – Jesse Morales
Documents Control – Connie Garrido

Section 4. Communication Plan

4.1 Communication with Client

SSFM will provide regular project updates to the client via:

- Client Status Report: Highlighting key project progress, milestones achieved, and potential challenges.
- Weekly In-Person Progress Meetings: To discuss overall status, address client concerns, and ensure alignment with project goals.

The Project Manager will serve as the primary point of contact, ensuring that all communication is coordinated and escalated to the appropriate parties when necessary.

4.2 Communication with Team Members

a. Weekly team meetings will be conducted to review workloads, resolve issues, and align on upcoming deliverables.
b. SSFM will provide a centralized digital collaboration platform (e.g., SharePoint) for file sharing, task tracking, and status updates.
c. Meeting minutes will be distributed to ensure clarity on roles, responsibilities, and timelines.

4.3 Communication with External Stakeholders

External stakeholders, such as regulatory agencies (e.g., DPW, GEDA, GDOE, BBMR), will be engaged through:

- Scheduled Coordination Meetings: To align on permitting, approvals, and other regulatory milestones.
- Meeting Minutes: To track and record decisions made and actions required.

SSFM will ensure that all external communications comply with the project's scope and adhere to the contractual requirements with copies to DPW director and DPW's attorney.

4.4 File Transfer and Storage

All project-related files will be securely stored and managed through:

- SSFM InfoExchange: For large file transfers.
- SharePoint Document Libraries: For real-time access to project documentation.
- Newforma Project Management Software: For version control, file organization, and secure archiving.

Section 5. Site Visit

5.1 Set date prior to proposal submittal and negotiation
Include all pertinent team members, logistics, advanced approval, Base *passes. (To be Determined)*

5.2 Site visit report with photos
Will be used as a resource to review in the event verification needed and additional site visits do not allow or time does not provide. (To be Determined)

Section 6. Schedule

6.1 Project Schedule
Establish project schedule, including milestones and review times, on Microsoft Project so that critical path can be determined. (Insert Link)

6.2 Schedule Updates
Maintain updated Project Schedule as dates and milestones are refined or delayed. Share updated schedule with Client and Project Team.

Section 7. Deliverables

7.1 Verification of contract and project schedule

The Project Team and subconsultant's deliverables are listed below.

1. Project Management Plan
2. Request for Proposal
3. Meeting Minutes (SSFM)
4. Initial CPM Schedule and Revised Schedules (SSFM)
5. Meeting minutes from progress meetings (SSFM)
6. Monthly Status Reports and Invoices (SSFM)
7. Construction Management Plan (SSFM)

Section 8. Budget

8.1 Project and Construction Management
Compensation for SSFM's services shall be a lump sum fee including the Guam GRT. SSFM will submit an invoice for services provided on a monthly basis based on the monthly lump sum fee per SSFM's approved fee proposal.

8.2 Reasonableness Check
The allocated budget for the project is $166,365,000, ensuring sufficient funds for construction, fixtures, equipment, and maintenance. *Note: Funds must also accommodate capital interest payments paid during the taking out of the funds till the construction is complete. Additionally, the Project estimates are just over 2-3years old. Inflation and cost of construction on Guam are both high and growing*

Annual Financing Cap: An annual cap of $16,377,125 governs the release of funds, aligning spending with fiscal cycles and preventing cash flow issues. *This figure includes both financing and annual insurance and maintenance cost (inserted in this cost is the requirement to create and maintain a "capital replacement reserve".*

Maximum Interest Rate: The project's financing agreements must adhere to an 8.5% annual interest rate cap, ensuring affordability. *Interest rates are going down. This is a significant positive as DPW wants to aspire to meet or exceed the JFK model standard (its annual maintenance budget is approximately $2.5M). Every 100 basis point decrease allows for about $1M in potential maintenance funds.*

8.3 Source of Funding and Potential Impacts

GEDA is responsible for Bonds and funding.

8.4 Source and Limitations of Funding

Meet Public Law 37-22

Section 9. Risk Management

9.1 Risk & Opportunity Identification

Identify potential risks, including issues and concerns that could jeopardize the project Schedule, budget, access, environmental concerns, public concerns, etc. Client expectations may also be an issue that needs recognition.

Identify potential opportunities to make the project successful

Determination of expertise (consultants) required for projection execution

9.2 Risk & Opportunity Qualification/Quantification

For each risk, evaluate the possibility of that risk occurring, and if the risk does occur, evaluate the impact that risk will have on the project. You can either do this qualitatively (low, medium, high) or qualitatively (percentage).

Risk	Chance of Occurrence	Impact if it Occurs
Protest	10%	Delay in procurement process
Extension of Pre-Construction	80%	Contractor Awarding and commencing of construction phase
Extension of Construction	15%	Opening of School
Post Construction Services not Funded	50%	Project Closeout

For each risk that has a high chance of occurrence and/or a high impact to the project if the risk occurs, create a plan to mitigate that risk.

For each opportunity that has a high chance of occurrence and/or a high impact to the project if the opportunity occurs, create a plan to leverage that opportunity.

9.3 Opportunity Quantification / Qualification

For each opportunity, evaluate the possibility of that opportunity of occurring, and if the opportunity does occur, evaluate the impact that opportunity will have on the project. You can either do this qualitatively (low, medium, high) or qualitatively (percentage).

Opportunity	Chance of Occurrence	Impact if it Occurs
Meeting the Schedule	80%	Meet Stakeholders expectations

9.4 Risk Mitigation Plan

Any adjustment needed for budget, schedule, personnel, scope, etc.

Section 10. Quality Management Plan

10.1 Expectations of Project Team

Pre-Construction (Request for Proposal Development):

The Request for proposal (RFP) deliverable requires a quality control review, as the Government of Guam (GoG), including GEDA, BBMR, and Bond Counsel, will bear legal responsibility for the final content. Quality is being ensured through TRMA, GDOE's A/E firm, which is responsible for developing the specifications for the RFP. This ensures alignment with professional standards and project requirements.

The construction manager (CM) will act as the primary point of contact for all authorized personnel involved in this project, including the client, contractor, and other stakeholders.

The review process to guarantee a quality product delivered to the client involves both the contractor and the construction manager (CM). Quality control (QC) is the contractor's responsibility, while the construction manager oversees quality assurance (QA).

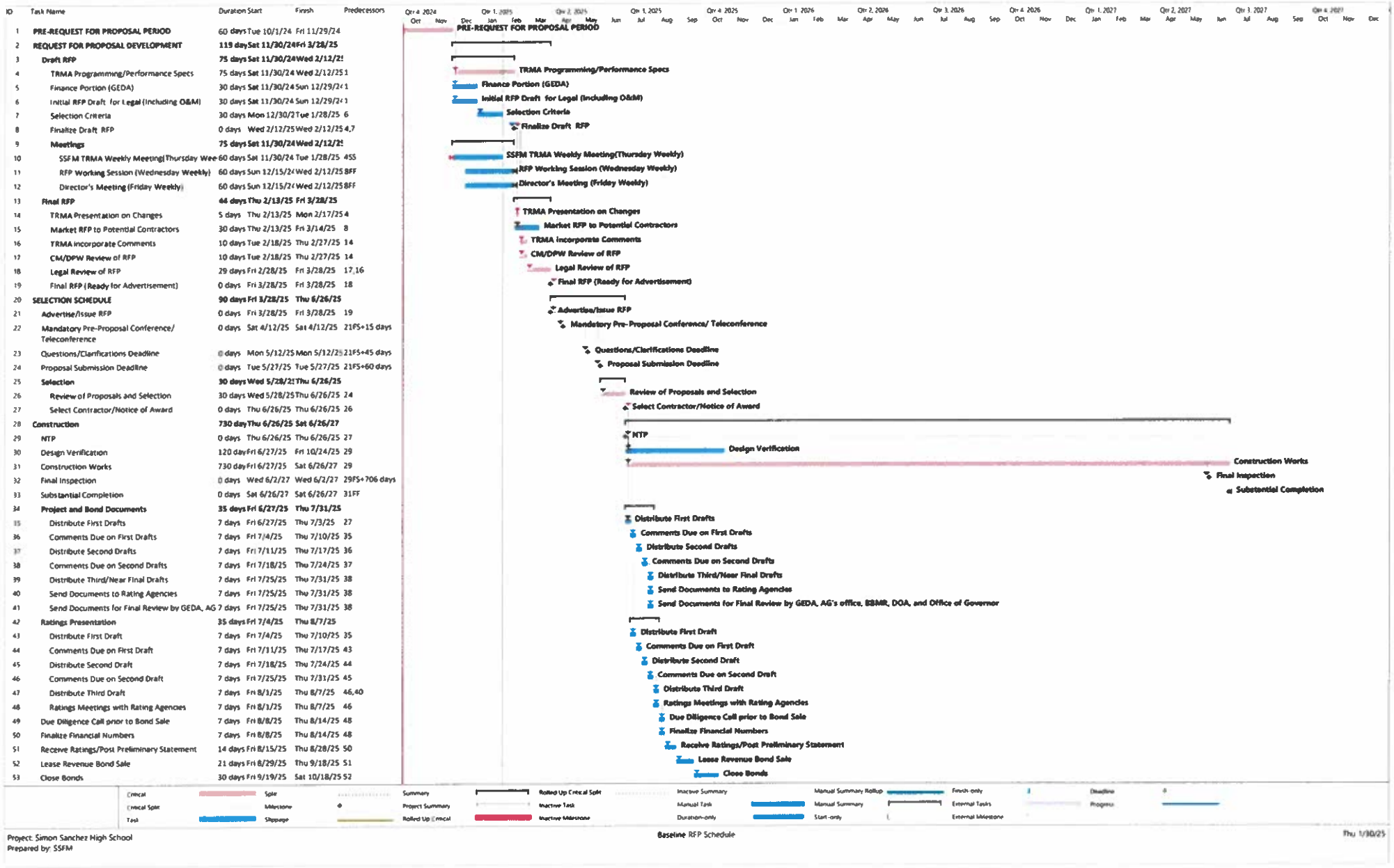
Section 11. Documentation Management Plan

11.1 Requirements

Project files will be organized in a dedicated folder structure on SSFM's internal database for easy access and consistent naming. All project-related documents, including meeting minutes, submittals, RFIs, and correspondence, must be filed in the designated folder.

Newforma Project Center will be the primary tool for document management, used to store, share, and track revisions, including submittals and RFIs from the contractor. All emails and incoming documents from the contractor will also be saved in Newforma for accurate record-keeping.

Revisions will be tracked in Newforma, with each version renamed using the date and a brief description of changes per standard naming conventions.



ID	Task Name	Duration	Start	Finish	Predecessors
1	**PRE-REQUEST FOR PROPOSAL PERIOD**	60 days	Tue 10/1/24	Fri 11/29/24	
2	**REQUEST FOR PROPOSAL DEVELOPMENT**	119 days	Sat 11/30/24	Fri 3/28/25	
3	**Draft RFP**	75 days	Sat 11/30/24	Wed 2/12/25	
4	TRMA Programming/Performance Specs	75 days	Sat 11/30/24	Wed 2/12/25	1
5	Finance Portion (GEDA)	30 days	Sat 11/30/24	Sun 12/29/24	1
6	Initial RFP Draft for Legal (Including O&M)	30 days	Sat 11/30/24	Sun 12/29/24	1
7	Selection Criteria	30 days	Mon 12/30/24	Tue 1/28/25	6
8	Finalize Draft RFP	0 days	Wed 2/12/25	Wed 2/12/25	4,7
9	**Meetings**	75 days	Sat 11/30/24	Wed 2/12/25	
10	SSFM TRMA Weekly Meeting(Thursday Wee	60 days	Sat 11/30/24	Tue 1/28/25	4SS
11	RFP Working Session (Wednesday Weekly)	60 days	Sun 12/15/24	Wed 2/12/25	8FF
12	Director's Meeting (Friday Weekly)	60 days	Sun 12/15/24	Wed 2/12/25	8FF
13	**Final RFP**	44 days	Thu 2/13/25	Fri 3/28/25	
14	TRMA Presentation on Changes	5 days	Thu 2/13/25	Mon 2/17/25	4
15	Market RFP to Potential Contractors	30 days	Thu 2/13/25	Fri 3/14/25	8
16	TRMA Incorporate Comments	10 days	Tue 2/18/25	Thu 2/27/25	14
17	CM/DPW Review of RFP	10 days	Tue 2/18/25	Thu 2/27/25	14
18	Legal Review of RFP	29 days	Fri 2/28/25	Fri 3/28/25	17,16
19	Final RFP (Ready for Advertisement)	0 days	Fri 3/28/25	Fri 3/28/25	18
20	**SELECTION SCHEDULE**	90 days	Fri 3/28/25	Thu 6/26/25	
21	Advertise/Issue RFP	0 days	Fri 3/28/25	Fri 3/28/25	19
22	Mandatory Pre-Proposal Conference/ Teleconference	0 days	Sat 4/12/25	Sat 4/12/25	21FS+15 days
23	Questions/Clarifications Deadline	0 days	Mon 5/12/25	Mon 5/12/25	21FS+45 days
24	Proposal Submission Deadline	0 days	Tue 5/27/25	Tue 5/27/25	21FS+60 days
25	**Selection**	90 days	Wed 5/28/25	Thu 6/26/25	
26	Review of Proposals and Selection	30 days	Wed 5/28/25	Thu 6/26/25	24
27	Select Contractor/Notice of Award	0 days	Thu 6/26/25	Thu 6/26/25	26
28	**Construction**	730 days	Thu 6/26/25	Sat 6/26/27	
29	NTP	0 days	Thu 6/26/25	Thu 6/26/25	27
30	Design Verification	120 days	Fri 6/27/25	Fri 10/24/25	29
31	Construction Works	730 days	Fri 6/27/25	Sat 6/26/27	29
32	Final Inspection	0 days	Wed 6/2/27	Wed 6/2/27	29FS+706 days
33	Substantial Completion	0 days	Sat 6/26/27	Sat 6/26/27	31FF
34	**Project and Bond Documents**	35 days	Fri 6/27/25	Thu 7/31/25	
35	Distribute First Drafts	7 days	Fri 6/27/25	Thu 7/3/25	27
36	Comments Due on First Drafts	7 days	Fri 7/4/25	Thu 7/10/25	35
37	Distribute Second Drafts	7 days	Fri 7/11/25	Thu 7/17/25	36
38	Comments Due on Second Drafts	7 days	Fri 7/18/25	Thu 7/24/25	37
39	Distribute Third/Near Final Drafts	7 days	Fri 7/25/25	Thu 7/31/25	38
40	Send Documents to Rating Agencies	7 days	Fri 7/25/25	Thu 7/31/25	38
41	Send Documents for Final Review by GEDA, AG	7 days	Fri 7/25/25	Thu 7/31/25	38
42	Ratings Presentation	35 days	Fri 7/4/25	Thu 8/7/25	
43	Distribute First Draft	7 days	Fri 7/4/25	Thu 7/10/25	35
44	Comments Due on First Draft	7 days	Fri 7/11/25	Thu 7/17/25	43
45	Distribute Second Draft	7 days	Fri 7/18/25	Thu 7/24/25	44
46	Comments Due on Second Draft	7 days	Fri 7/25/25	Thu 7/31/25	45
47	Distribute Third Draft	7 days	Fri 8/1/25	Thu 8/7/25	46,40
48	Ratings Meetings with Rating Agencies	7 days	Fri 8/1/25	Thu 8/7/25	46
49	Due Diligence Call prior to Bond Sale	7 days	Fri 8/8/25	Thu 8/14/25	48
50	Finalize Financial Numbers	7 days	Fri 8/8/25	Thu 8/14/25	48
51	Receive Ratings/Post Preliminary Statement	14 days	Fri 8/15/25	Thu 8/28/25	50
52	Lease Revenue Bond Sale	21 days	Fri 8/29/25	Thu 9/18/25	51
53	Close Bonds	30 days	Fri 9/19/25	Sat 10/18/25	52

Construction of New Simon Sanchez High School

"Pre-Kick Off" Meeting

Department of Public Works, Guam Department of Education, SSFM, TRMA

Agenda; October 9, 2024; 9am; Zoom

I. CALL TO ORDER

Attendance

a. SSFM Joseph Duenas, Project Principal; Ed Hipolito, Senior Project Manager; Gerard Bautista, Senior Manager; Connie Garrido, Documents Control; Alvin Bejosa, Documents Control
b. DPW: Vince Arriola, Director; Donna Herrero, Secretary; Linda Ibanez, Deputy Director; Ernest Candoleta, Deputy Director.
c. GDOE: K. Eric Swanson (Superintendent); Jimmy Pangelinan
d. TRMA: Michael Makio, Cedric Cruz, Elmer Prudente
e. Simon Sanchez High School: Carla Masnayon, Principal; Jessica Fejeran, Assistant Principal; Melvin Finona, Assistant Principal; Dr. Ron Canos, Assistant Principal
f. Office of the Attorney General: Thomas P. Keeler, Assistant Attorney General

II. INTRODUCTIONS

a. DPW, DPW Construction Manager (SSFM)
b. GDOE, GDOE Architect (TRMA)
c. Attorney General's Office.

III. DISCUSSION ITEMS:

a. Design, Plans, and Specifications: As stated by MM (TRMA), the documents are 100% complete and currently at the permit stage. TRMA team is actively addressing a few remaining permit-related action items.
b. Pending Agency Approvals: MM & CC (TRMA) stated that the contractor must be on board to obtain final permit approvals from:
    i. Department of Parks and Recreation (DPR): The archaeological report has been completed and approved, but DPR's final approval is pending contractor designation.
    ii. Guam Environmental Protection Agency (EPA)
    iii. Department of Public Works (DPW): DPW final approval
c. Drawing Amendments: Per MM (TRMA), the drawing sets have been updated continuously to incorporate feedback from government agencies.
d. Project Timeline: MM (TRMA) mentioned that the project started around three years ago, with an interactive process involving meetings and collaboration with Carla's team. It underwent all conventional submission stages (schematic design (SD), design development (DD), and construction documents (CD).

e. Consultants and Disciplines: MM (TRMA) stated that the project design team consists of about 12 consultants, including specialists in cost estimating, acoustics, environmental, civil, structural, electrical, mechanical, plumbing, and telecommunications.
f. Cost Escalation: According to MM (TRMA), the project has faced cost escalation, especially due to construction demand and competition with Department of Defense contracts. Escalation rates reached double digits (10%+), significantly higher than anticipated.
g. Endangered Species Impact: Per MM (TRMA), a biological survey identified endangered snails (Partula Radiolata), leading to a redesign of some buildings to adjust their footprints and configurations. This redesign awaits further approval under the University of Guam's Habitat Conservation Plan.
h. Fiscal Year Impact: According to MM (TRMA), the fiscal year end (September 30) is typically a benchmark for construction cost reassessment, which could further influence project costs.
i. Document Review and Ethos: According to MM (TRMA), during the review of documents, an "ethos" or mindset has been observed in larger contracts on the island. Due to limited contractor capacity, many contractors pursue projects even when the projects may only partially fit their capabilities.
j. Contractor Strategies: Per MM (TRMA), contractors often chase large projects because of their size and profitability. However, there is a concern that some contractors use tactics, such as change orders for scope or time extensions, to manipulate the process. This behavior is becoming common, and contractors use these changes to buy more time, which slows down progress.
k. Awareness of Contractor Tactics: Per MM (TRMA), across Guam and the CNMI, many AE firms are encountering similar issues. Contractors seek out gaps or gray areas in contract documents to justify change orders, even when those gaps are minimal or non-existent.
l. Ongoing Challenges: According to MM (TRMA), this issue is pervasive, with their experience in their construction projects in Guam and Saipan facing delays due to contractors manipulating aspects such as certified payrolls, procurement issues, and other elements.
m. Quality Control: MM (TRMA) urged SSFM to be vigilant during the document review, ensuring no potential opportunities are left for contractors to introduce unnecessary change orders or delay tactics.
n. Phasing, Planning, and History of the Project: EH (SSFM) raised questions about the phasing, decisions made, and historical context regarding how the project came to its current state. The goal was to understand why specific decisions, especially concerning the design and procurement methods, were made in the past.

o. Contract Procurement Method: EH (SSFM) requested more clarity about why the government chose this design contract procurement method, specifically in a P3 (Public-Private Partnership) arrangement. The concern was that in a lease-back scenario, the contractor should typically own the design, operate the project, and absorb risks (e.g., design flaws) during the leaseback period. However, it seemed like the government would absorb more risk than usual by completing a 100% Design, which would be more consistent with a Design, Bid, Build procurement.
p. Financial Constraints and Creative Solutions: According to VA (DPW), the government reportedly lacked the capital to build the school outright, leading to the adoption of more "creative" but costly financing solutions. The cost implications of the lease-back arrangement were discussed, with concerns over the long-term financial burden.
q. Historical Decision-Making: According to VA (DPW), the initial decision to procure a design happened around four years ago. MM (TRMA) stated that several attempts were made to build the school, including design-build methods and other approaches. However, stakeholder involvement was minimal until recently, when the governor's team decided to engage the school community directly to define their needs, leading to the current design.
r. P3 Risk Management: EH (SSFM) expressed concerns about the government's risk exposure. SSFM expressed that the contractor should assume more of the risk in a P3 agreement. SSFM emphasized the need to clarify risk management during the operations phase and how decisions could be corrected to better allocate responsibilities.
s. Legislative Involvement and Changes to the Law: According to VA (DPW), the project faced legislative interventions over the years, including appropriations for design and, more recently, changes in the law governing the procurement method. The law that enabled the current approach has since expired, but it played a role in shaping the project's current direction.
t. Design delays: VA (DPW) The project faced ten (10) years of delays due to multiple bid protests over the original design. To minimize protests, the project was split into three phases: land survey, architectural design (completed during COVID), and construction management, which has been delayed. Last year, procurement oversight shifted from DOE to DPW for better management.
u. Reconciliation of Procurement and Risk: JD (SSFM) suggested there is a need to reconcile past procurement decisions with future procurement to reduce future risk to the government. It was suggested that a deeper review with GEDA and the GDOE was necessary to align roles and manage concerns of government risk exposure during the lease-back period.
v. Contract Status and Administration Phase: MM (TRMA) confirmed that his team has a contract administration phase agreement with DOE, which will be triggered if a bid and contract are in place for the construction phase.

w. Procurement Method Concerns: EH (SSFM) expressed concern that the current procurement method (a lease-back agreement) does not align with the current design approach. He mentioned that the design bid build method would have made more sense if that were the procurement method, but since it's a lease-back, there's a mismatch between the process and objectives.
x. Discussion with GEDA: MM (TRMA) clarified that the questions about how the contract delivery method was decided should be addressed with GEDA (Guam Economic Development Authority). DPW's CM (SSFM) stated the need to discuss with GEDA how to move forward, given the gap between the past procurement approach, the current procurement approach and the intended outcomes.
y. Controlling Costs: MM (TRMA) highlighted the importance of avoiding an escalation of construction costs during the lease-back solicitation process, mentioning the need to ensure the construction cost is valid and controlled to avoid artificial inflation.
z. Debt Service and Payment Caps: JD (SSFM) mentioned that the proposals would come back with debt service payments, which are capped by the law. EH (SSFM) confirmed the law has a monthly payment cap and a maximum number of years for the lease-back, but expressed concern that the 100% design limits flexibility. For example, the lease-back partner won't have the freedom to innovate, such as choosing the most efficient HVAC system or using solar panels to reduce operational costs.
aa. Design Flexibility and Innovation: EH (SSFM) explained that in a typical lease-back arrangement, the contractor would be responsible for maintaining systems like HVAC, and would have the freedom to design them for efficiency. However, with a fixed 100% design, this flexibility is lost, which raises concerns about whether the current procurement method can achieve the desired cost-effectiveness and innovation.
bb. Changing Delivery Method: MM (TRMA) noted that the original decision to complete the design was driven by the desire to meet the needs of the school's stakeholders. He also mentioned that the delivery method was not fixed at the outset, and the approach changed several times before settling on the current method.
cc. Bridging the Procurement Gap: EH (SSFM) emphasized the need to bridge the gap between the design approach and the lease-back procurement method. The current procurement plan may not match the risk allocation they are trying to achieve. He stressed the importance of ensuring that stakeholder requirements (as articulated by Carla and her team) are integrated into the procurement process while addressing the procurement mismatch.
dd. Financial aspects: VA (DPW) emphasized the costs associated with risks, delays, and change orders in the construction process. EH (SSFM) clarified that while no formal budget exists, the law sets a total cost of $166 million, an interest rate cap, and a

maximum annual lease-back payment. The Superintendent confirmed no specific budget records were available.

ee. Budget Challenges and Cost Escalation: VA (DPW) was initially involved in planning but later excluded. MM (TRMA) confirmed early cost guidelines were based on the Governor's program needs. CC (TRMA) explained that the 2013 budget was insufficient by 2020, leading to increased funding to $166 million due to stakeholder demands and pandemic-related cost hikes.

ff. Campus Size and Student Capacity: CC (TRMA) confirmed the buildings cover roughly 300,000 square feet and are designed for 1,900 students. CM (SSHS) noted the current population is 1,500, with potential growth due to local development. Despite DOE's declining enrollment, ES (GDOE) and CM (SSHS) highlighted the inclusion of essential facilities like a cafeteria and sports field, which the current school lacks.

gg. Projected Enrollment Growth and Impact of New Facilities: Per ES (GDOE), these students are expected to be local public and private school attendees, not DODEA. ES (GDOE) projected an enrollment increase of around 4,000 students district-wide over the next several years. Once completed, VA(DPW) noted that the new facilities may attract even more students due to their modern features and appeal.

hh. Classroom Allocation: According to CM (SSHS), the classroom count for the new school facility is over 100 classrooms, which is planned to accommodate the projected capacity of 1,900 students. CM (SSHS) emphasized the importance of providing individual classroom space for each teacher, addressing the previous issue where many teachers had to share classrooms. The target classroom size is approximately 28 students, ensuring each teacher has their own dedicated space for instruction.

ii. Building Permit Process: CC (TRMA) confirmed that they are in the actual permit process, aiming to complete most of the permitting before selecting a contractor. This approach is intended to expedite the timeline, allowing the contractor to start work with the building permit already in hand. VA (DPW) noted that this proactive strategy helps minimize delays in the project schedule.

jj. Future Meeting Plans: VA (DPW) will schedule regular in-person meetings instead of Zoom calls involving the construction manager, principal, and DOE representatives two weeks from now.

kk. Considerations for Lease-Back Arrangement: ES (GDOE) raised concerns regarding the lease-back arrangement, highlighting lessons learned from three ongoing projects, noting that while one project at JFK is successful and well-maintained, two others are facing significant challenges. He stressed the need to consider maintenance and long-term sustainability in the design process to avoid repeating past mistakes, particularly referencing issues faced at Southern.

ll. Contact Information for Meeting Minutes: JD (SSFM) requested all participants to send their contact details to Connie Garrido (SSFM) to distribute meeting minutes. VA (DPW) advised using a consistent subject line, like "SSHS Construction Team," to keep an organized audit trail.

mm. Procurement Document Review: Legal Counsel Tom Keeler (OAG) requested early access to procurement drafts, highlighting the need to address multi-team contractor groups to avoid protests. VA (DPW) agreed, emphasizing the importance of thorough review due to the complexities of government procurement.

IV. ACTION ITEMS

a. Submit questions in writing to GDOE and TRMA.
b. Get POC, phone numbers.

V. NEXT MEETING

VI. ADJOURN 10:05am

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The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Simon Sanchez HS Discussion

Date: October 23, 2024
Time: 10:00am – 11:00am (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

a. TRMA: Michale Makio, Principal; Cedric Cruz, Senior Architect; Elmer Prudente, Associate.
b. SSFM: Joseph Duenas, Project Principal; Ed Hipolito, Senior Project Manager; Alvin Bejosa, Documents Control.

II. **TRMA CONCERNS**:

a. JD (SSFM) acknowledges that the current process for putting together the RFP (Request for Proposal) may have been frustrating, given the time invested. He recognizes the gap between municipal lease procurement and a fully completed design and notes that there are risks to both TRMA and the government. The focus is finding a way to move forward while ensuring that the government isn't held liable during the long-term leas (20-30 years). He stresses that the design, which incorporates stakeholder feedback, should ideally be used fc the project without starting from scratch. The goal is to address TRMA's concerns while removing liability from the government during the leaseback process.
    i. CC (TRMA) stated he and Michael agree that the approach outlined makes sense and stated that DOE will have to adjust their contract accordingly, which he doesn't foresee a huge issue as DOE may still want them to check the design work. EH (SSFM) agreed that TRMA is an integral part and if any changes they'd need TRMA onboard to provide feedback, as well as with the RFP process.

    ii. CC (TRMA) expressed uncertainty about DOE's expectations regarding his firm's future responsibilities. Since the firm may no longer hold the DOR role, would DOE consider reducing fees, as the firm's liability and risk would be reduced. He suggests that logically, without the DOR responsibility, there could be an expectation of a fee adjustment. EH (SSFM) acknowledged this concern, indicating they will need to clarify the implications moving forward.

    iii. MM (TRMA) stated that their prior efforts can be packaged into the RFP, with the team essentially becoming the government's Architecture and Engineering (AE) team. EH (SSFM) agreed, stressing the importance of the RFP and the team's involvement. He explains that in managing design-builds, the RFP becomes crucial, as it serves as a performance specification that the Designer of Record (DOR) must follow. The input from the team is essential to ensure that the RFP has enough detail and authority to manage the construction and operations phases effectively. Their input will ensure they have control and oversight during the construction process.

b. MM (TRMA) discussed the process and responsibilities regarding military projects, referencing previous experiences where teams, like the FACD group, provided pre-design and programming work. He compared it to the current situation, emphasizing the need to retain the team for design-build contracts. The team has already spent significant time gathering input from the Simon Sanchez and DOE communities, and it's not efficient to repeat that work. He suggests that their prior efforts can be packaged into the RFP, with the team essentially becoming the government's AE team.

i. EH (SSFM) agreed, stressing the importance of the RFP and the team's involvement. He explained that in managing design-builds, the RFP becomes crucial, as it serves as a performance specification that the DOR must follow. The input from the team is essential to ensure that the RFP has enough detail and authority to manage the construction and operations phases effectively. Their input will ensure they have control and oversight during the construction process.

c. MM (TRMA) continues by listing specific deliverables, such as acoustical analysis and geotechnical reports, which have already been completed. He suggests that these reports, being valuable products, likely don't need to be repeated unless necessary, leaving the decision to the team on how best to use them moving forward

d. MM (TRMA) discussed the Snail Farm which likely and environmental concern. He stresses that the environmental information related to this needs to be included in the RFP and carried over into the overall lease-back contract for execution. This ensures that the environmental performance criteria are met.
   i. EH (SSFM) asks whether any guidelines or conditions regarding the snails have been provided by Fish and Wildlife or the local government. MM (TRMA) confirms that both agencies have provided conditions. EH (SSFM) can incorporate these conditions into the RFP to ensure that the lease-back contractor complies with them, ultimately reducing the project's risk by offloading these environmental responsibilities to the contractor.

III. **PROJECT TIMELINE**

a. MM (TRMA) mentioned the sensitivity around the project timeline, specifically mentioning the community's high expectations for when the project at Simon Sanchez and DOE will be delivered. He noted that the projec has already taken a significant amount of time, and people are watching out for the completion. He also suggests that one of the critical tasks moving forward is to reframe the project timeline, considering all the necessary steps, including submissions, reviews, and any feedback loops. This will require careful communication with the stakeholders, given their sensitivity to time delays, which has been a recurring issue even highlighted in the media. EH (SSFM) and JD (SSFM) agreed with this approach.
   i. JD (SSFM) seeks TRMA's input on how much time might be saved if a contractor can adhere to existing design parameters and receive input from TRMA, who have the project history and understand the end users' needs. MM (TRMA) suggests that at a minimum, time savings could align with the construction documents period, which was initially set for about a year.

   ii. EH (SSFM) opinion that the construction document phase might be reduced to three to six months, contingent on proactive measures and identifies specific strategies for saving time, such as obtaining necessary permits (clearing, grading, demolition) while the design verification is underway, and leveraging the change in project phasing due to the absence of students on-site. This absence is seen as a significant factor in reducing project time.

   iii. CC (TRMA) concurred, estimating potential time savings of about four to five months due to phasing changes. However, they caution that permitting processes must still be considered, as the project scale remains unchanged, meaning the same volume of work must be completed. He highlighted the importance of addressing environmental permits, specifically from Guam EPA and SHPO, as key factors that could influence timelines. **EH (SSFM)** emphasized that the groundwork already laid by the team concerning environmental issues could lead to substantial time savings in the process.

b. MM (TRMA) raised a question about whether the DPW can guideline or review agents in understanding the current project. He emphasizes that while there may be minor tweaks to the project package, maintaining consistency with previous submissions could benefit the review process and keep the project aligned with original contracts.
   i. EH (SSFM) agreed and suggests that they need to ensure that certain requirements are non-negotiable in the RFP, highlighting the importance of the permitting process. He mentions specific agencies like GEPA (Guam Environmental Protection Agency) and the U.S. Fish and

Wildlife Service that need to be considered due to environmental concerns, particularly related to local snails.

ii. MM (TRMA) mentioned the deliverables they have on hand which are the acoustical analysis, both of the site and of the particular program, those become performance requirements for the RFP Design Builder and the governments geotechnical report. He feels these do not need to be repeated unless otherwise determined. Another item that needs to be passed over to the RFP has to do with the environmental information regarding the snail's fund into the overall leaseback for their execution.

iii. EH (SSFM) asked if Fish and Wildlife or the local government provided the actual conditions on how to deal with the snails. MM (TRMA) replied both did. EH (SSFM) stated that would be part of the whole RFP and it's going to be risks that we offload to the leaseback contractor.

c. MM (TRMA) mentioned to give the new calendar layout back to Simon Sanchez and DOE and for SSFM to lead them through reframing the calendar of events, the project chronology so that they can factor in the time for the RFP designers to go through their process, make their submissions and have those reviewed and sent back to them. EH (SSFM) concurred. MM (TRMA) added this has to be done with a little finesse as it is no secret they are quite sensitive about time.
   i. JD (SSFM) inquired if the RFP requires them to follow the majority of the layout and TRMA is still on board helping facilitate stakeholder feedback, how long do you think that process would shave off the original schedule. MM (TRMA) replied that it would be our construction documents period at the very least. CC (TRMA) added their total design period contractually was about a year.

   ii. EH (SSFM) commented on a couple of time savers 1) work with DPW to get a clearing and grading permit, demolition permit and 2) is the phasing, no students to work around. CC (TRMA) stated their initial estimates was four to five months but have to factor in the permitting time. EH (SSFM) replied the biggest showstopper is Guam EPA and SHPO and all the environmental side. The fact that TRMA figured this out already and all the issues related to the environmental standpoint are key pieces that's need and going to save tremendous amount of time.

   iii. MM (TRMA) asked is DPW able to corral the line agents and review agents to coach them through what's happening? There'll be some modifications come in under the new DOR. EH (SSFM) commented that might be an RFP constraint to put in there and meet a few more times and make sure that's put into the RFP what those requirements are and make sure that these are not negotiable. SSFM will have someone full-time helping go through that process.

IV. CONSTRUCTION DOCUMENTS SUBMISSION

a. MM (TRMA) inquired if the RFP designers jump into the construction documents process, are they doing 60, 90, 100% submission? EH (SSFM) replied maybe just two submissions, one initial (90) and 100 (final). We already know what we want, it's already designed, we're passing off the risk. In his experience, they will change things that they want to change, we just have to look at that, but realistically, they don't want to do a lot of re-work. EH (SSFM) expressed his concerns about the files, how willing is TRMA and consultants about releasing the files, are you willing to share back to the designers/contractor.
   i. MM (TRMA) suggested 60 and 100 because 90 and 100 are too close to the end if something went wrong somewhere in the design process it's harder to back up and repair it for them. EH (SSFM) agreed, and it's not just about submission, it's meeting with them about how things are going with their team. He thinks they can dictate that in the RFP.

   ii. MM (TRMA) added if DPW as the contract entity, decides to fast-track civil, that their documents is set up for fast track civil. There will be a little sensitivity where civil won't feel comfortable circulating the Revit or the calculations. TRMA has not thought through that part yet, however, if they decide to fast-track, they are open for that, and it's set up to accommodate there. EH

(SSFM) queried your referencing the clearing grading to move things along on the construction site? MM (TRMA) replied even more than clearing and grading or more such as putting some foundations. But you guys look through the work and tell them what you feel comfortable with, and we can go from there. EH (SSFM) requested TRMA talk to their Civil/Structural about what they're comfortable with, but he'd rather pass the risk off to the contractor especially related to the structure.

V. **CONTRACT CHANGE**:

a. EH (SSFM) stated that they will lean heavily on TRMA as they have chosen a lot of the final finishes on the construction documents and will fall back on the architect from a performance standpoint what are non-negotiables to put that into the RFP.
    i. MM (TRMA) inquired is there anything in the Government of Guam, in this leaseback program, regarding Buy American or any of those other conditions, or does that still have to be sorted through? EH (SSFM) replied this is private funds so there shouldn't be anything like Buy American or those restrictions. They will meet with GEDA to know what those restrictions are, but in his experience there shouldn't be. JD (SSFM) added nothing about this is federally funded.

b. MM (TRMA) stated for them to start visualizing, shifting to performance specs. They have a few products that are basis of design type, and they can package it in the RFP to comply with procurement. CC (TRMA) added if they go this route they've done the documents and has plans to make some modifications but doesn't anticipate they're changing much but just identifying specific terms/requirements in the RFP. MM (TRMA) commented they're basically putting new titles i.e. RFP Specification, RFP Basis of Design, RFP Drawings. Etc.
    i. EH (SSFM) stated they will need to decide on what they will allow them to change, like structural, they should own the structural. We're not defining what rebars they should use or from a cooling standpoint, we don't want to dictate that. Anything from a performance standpoint, from a cooling standpoint, climate, or structural standpoint, or electrical lines that they can't see, like the locations maybe should be fixed, but where they run the conduits should be up to them. Those are the things he needs TRMA to start thinking about how we're going to allow them to own that, because if we start dictating that, then we still own that risk.

c. JD (SSFM) stressed that the biggest risk is if at the end of this project, the teachers, the stakeholders, say "this is not what we asked them to build", so it's critical for TRMA to tell what the non-negotiables are.
    i. MM (TRMA) thought they had some sustainability criteria. EP (TRMA) replied not for this project.

    ii. MM (TRMA) asked if SSFM looked at the structure. EH (SSFM) replied that he glanced at it, didn't do a heavy review, and he saw they had some precast walls and was looking at what the requirements were. MM (TRMA) shared that a lot of RFP guys might shoot to try to precast, he thinks we're probably less than half precast right now and they might try to bump that number all the way up and then propose the modifications in order to make that whole thing work. He's guessing that is where a lot of their stuff starts. EH (SSFM) agreed, there's a heavy cost there. It's the structural side where he sees things may change heavily if they want to and that's always contractor driven.

    iii. MM (TRMA) quired did the program for the kind of lab spaces come directly from Simon Sanchez. CC (TRMA) replied yes. MM (TRMA) inquired we didn't have to deal with anything where they're collecting chemical waste from any experiment did we, ore was there a list of chemicals that they're using? CC (TRMA) replied they provided their typical list of chemicals they would use in their classes, and they had some storage for the chemicals and whatever waste they did, there wasn't a huge regulation for it.
        1. MM (TRMA) asked did they have to do refrigeration even during power outages for any chemical equipment? CC (TRMA) replied for refrigerators (he couldn't remember) there may have been specifically in the labs, but definitely for the cafeteria that was the case, they have to double check to see. MM (TRMA) mentioned there are two or three

criteria's; 1)keeping the chemicals safe even during power outage, 2) keeping at least some of the exhaust fans or hood operational for a period of time after a power outage is triggered because we don't want the kids to be sitting in the room with the chemicals, 3) removal of chemical waste from the sinks and stuff like that or how that might be diverted. EH (SSFM) commented that definitely needs to be part of the RFP and as a performance criteria.

d. CC (TRMA) brought up the new calendar Michael mentioned earlier that a comparison between what's being proposed for the design build and the original kind of carrying out the CM services for the design bid build approach as it was originally laid out would be a good comparison to see.
    i. EH (SSFM) stated it was laid out based on our RFP and it seems like it was based off a design bid build based of the construction documents. There was not a comparison. What needs to be done is when we meet with GEDA he will try to set the calendar based on TRMA and GEDAs feedback, the fact it's a lease back and the requirements based oof the previous ones. He doesn't know what the calendar looks like yet and will get that information out once it's done.

e. CC (TRMA) asked what's the forecast for putting this out for bid? EH & JD (SSFM) replied end of first quarter, that's what Vince requested.
    i. JD (SSFM) stated when he looked at the lease back law, it looks like they would always have the authority to do a lease back, then they amended the law just to update it. What has materialized over time is the legislature got involved in every step of the way, they started introducing new laws to fund the design and we're dealing with the tail end of that between stakeholders. We just have to make the best of this right now.

    ii. CC (TRMA) replied eventually this will be presented and the approach will be potentially scrutinized. The amount of time it would take to get the project going and whatever additional costs might be associated with that, that would be a big question that we should be prepared to answer. EH (SSFM) agreed, like Mike put it finesse how we do this. We're in this fact-finding mission and then put together our plan and get everyone on board, get the consensus with all the parties of what the talking points should be of how we thought through and where the savings are and then that's the way we would present if there's going to be any questions related to what we did.

f. MM (TRMA) stated that the Simon Sanchez team wants to be in there for whatever questions affect how they're interacting with the building as the new design comes together they want to see that. JD & EH (SSFM) agreed.
    i. MM (TRMA) added they don't want to find out about the design in the news. We need to keep them happy. The majority of the technical reviews and a lot of the qualitative review will be done by TRMA. The truth is we're going to have to hold their hand as we go through the review, because a lot of times they don't really understand what they're looking at. EH (SSFM) agreed.

g. MM (TRMA) stated there's some dance and performance rooms and there's a lot of very specific flooring that was being used, like cushioning and dampening of the floors. He imagines it going to be tedious for the incoming group as it was for them. Though they've worked through a lot of the particulars, but that's one of those moment where a lot of their solutions end up being basis of design type stuff. There's these little buffers and dampening systems that go under the floor that were very particular.
    i. EH (SSFM) commented it's a good point. He thinks TRMA needs to start figuring out what that means based on this conversation, because there's a lot of heavy work on their side still to figure out how we're converting this and the particulars that was talked about, how to convert it to performance and non-negotiables versus prescriptive versus what should be performance.

    ii. MM (TRMA) mentioned there's two parts, there's spec, but there's that program document that comes at the front end of it. I think we dump a lot of this stuff and turn it into program requirements. EH (SSFM) stated that is where they're going to rely on TRMA because he doesn't

want to recreate it. You guys have all the knowledge, and the risk goes back to that document. That's where a lot of the money is going to be spent on this RFP process.

h. MM (TRMA) asked what do we say, leaseback party or what do we call those people? JD (SSFM) replied the developer. EH (SSFM) asked was there a term in the law Joe? JD (SSFM) replied when you look at what a leaseback is it's lead by the financing group, not the contractor. It's a development consortium. EH (SSFM) commented when they meeting with GEDA that's a deliverable that we need to get back to you and what that term for what that contractor is supposed to be called.
    i. MM (TRMA) stated they will start to visualize how that information gets dropped into a program document.

VI. **SUPPORT**

a. JD (SSFM) questioned TRMA if there's support need as far as where we need to go and getting aligned on this.
    i. CC (TRMA) replied he understood the approach and that his concerns have primarily that is process is being scrutinized because both our services got procured under this one method and he's anticipating that there will be questions about that. Everything that we've discussed already about how we decide what responsibilities we have, we'll have to identify that and discuss with our team about how that all plays out in terms of the information that's provided and what's expected of the design build A&E team. He doesn't have problem with that.

    ii. CC (TRMA) stated the only concern they have is just reconciling their agreement with DOE given the circumstances.

    iii. JD (SSFM) stated that through TRMA and through the legislature, there's been multiple stakeholder feedback from the teachers, the legislature, the community. And what's happened is that's materialized in your final design. TRMA's involvement through procurement and all the way through the end is so critical because this is a community project that's been super high profile. And the teachers, in the end, need to be the happy ones, saying this is exactly what we want. MM (TRMA) added one name the teachers and Maria Gutierrez, from the Board.

b. JD (SSFM) stated for TRMA to reach out any time. They will meet with Tina Garcia, GEDA, who will give a copy of the RFP that was used for the assignment for JFK, which seems to be the model one.

c. JD (SSFM) mentioned there'll probably be a working group meeting with DOE, TRMA, SSFM, DPW and GEDA as we start packaging the RFP. All those non-negotiables spoken about and the things Mike and Cedric that you think we need to keep hold in there to keep the timelines going, we're going to need your guidance on all that.
    i. MM (TRMA) mentioned it to keep an eye open to see how GEDA's progressed over this period of time, because they've looked at this longer than all of us. He doesn't see a clear line of progress from them (one step forward, two steps back). He would be curious to see how far they're moving in a straight line again. Because that's going to have an effect. We're all giving them parts of this solicitation, but the burden is theirs to neatly wrap it up together.
        1. MM (TRMA) continued that even their legal counsel in the early days was kind of struggling with how things were going to be phrased and what the parameters were.

    ii. EH (SSFM) replied when we meet with them, we're going to establish a clear goal based on their feedback that this is the timeline that we need to meet, based off the wishes, wants, law, requirement requirements, experience, lessons learned. That's one of the things when we meet with GEDA, we need a clear path to get this RFP out. We'll absolutely circle back with you guys because we have to create this RFP, whatever we need to convert on your side. It's going to be a lot of work between now and that first quarter, ending in what that timeline looks like.

d. MM (TRMA) stated these are kind of the questions they've had in the background and want to put as much of it out there. As we go through this process, a lot of it will be more drilled down into the specifics

of what the program document will need to look like and what the solicitation will need to look like. These are just kind of big topics and we're floating around. EH (SSFM) appreciated TRMA's input and emphasized relying heavily on them on that program document.

Meeting adjourned at 12:05pm

SSFM International

Innovate Adapt Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: November 7, 2024
Time: 4:00pm – 5:00pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Michael Makio, Principal; Elmer Prudente, Associate.
2. SSFM: Joseph Duenas, Project Principal; Ed Hipolito, Senior Project Manager; Gerard Bautista, Senior Project Manager; Connie Garrido, Project Coordinator; Alvin Bejosa, Project Coordinator

II. DISCUSSION TOPICS

1. Progress Updates
   a. EH (SSFM) Provided a summary of recent development:
      i. Met with Tina Garcia from GEDA, who shared historical context on the RFP process, including:
         1. GEDA previously handled financial management.
         2. The decision to move to a 100% design approach arose after a protest related to design criteria, highlighting the need for clear criteria in future RFPs.
      ii. Pending retrieval of RFP documents from DPW and GDOE to better understand prior challenges and decisions.
      iii. Current focus: fact-finding and pre-RFP development, aiming to finalize the RFP schedule by November's end with input from GEDA, the AG's office, and stakeholders.

2. RFP Development
   a. EH (SSFM) proposed a DOD-style five-part spec for the design-build lease-back RFP. MM (TRMA) Agreed, emphasizing the need to adapt existing construction documents into performance specifications.
   b. Discussed incorporating references (e.g., geotechnical surveys, environmental studies) while pushing risk and liability onto contractors for verification and updates.

3. Insights of Past RFPs
   a. MM / EP (TRMA) shared recollections of GDOE's skeletal early-stage drafts (20–30 pages) developed by GDOE's legal counsel.
   b. EH (SSFM) stressed the importance of reviewing prior drafts for lessons learned and alignment with the current strategy.

4. Programmatic Document Development
   a. MM (TRMA) explained that while programmatic details (e.g., lab layouts, ROTC shooting range specs) exist, they are scattered across various documents and require consolidation.
   b. EH highlighted the need to format and synthesize these inputs into a comprehensive program document, similar to DOD guidelines.

5. Timeline and Budget Considerations
   a. JD (SSFM) asked for estimates on how long it would take to convert existing designs into performance specs.

b. MM (TRMA) Estimated 3+ months, pending Cedric's input for precise timelines.
c. EH (SSFM) detailed scope of work, current contract capabilities, and additional budget needs to identify gaps.

6. Contractual Coordination
   a. Discussions included modifying existing contracts to support RFP development.
   b. EH (SSFM) Suggested leveraging efficiencies by advancing demolition, clearing, and grading activities during design verification.

III. ACTION ITEMS

1. Document Retrieval:
   a. EH (SSFM): Follow up / Coordinate with Dr. Swanson, GDOE, and DPW for past RFPs and lessons learned.
   b. MM / EP (TRMA) Continue searching for early drafts or related materials.

2. TRMA Scope:
   a. MM to coordinate with CC (TRMA) to finalize consultant input timelines once he's back.

3. Programmatic Document Development:
   a. MM (TRMA)/Team: Consolidate programmatic details into a cohesive document using DOD-inspired Formats.

4. Budget and Contract Planning
   a. EH (SSFM): Evaluate TRMA's contract scope, funding availability, and potential modifications needed to meet project demands.

5. Next Steps
   a. Schedule weekly progress meetings to refine the RFP and ensure alignment across stakeholders.

IV. MEETING ADJOURNED AT 04:35 PM (ChST)

SSFM International

Innovate Adapt Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: November 14, 2024
Time: 11:00am – 12:00pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate.
2. SSFM: Ed Hipolito, Senior Project Manager; Gerard Bautista, Senior Manager; Connie Garrido, Documents Control; Alvin Bejosa, Documents Control

II. DISCUSSION TOPICS

1. Project Timeline and Current Status
   a. CC (TRMA) confirmed that October and November are dedicated to fact-finding and assembling a comprehensive project schedule.
   b. EH (SSFM) noted that several requested RFPs are still pending, including the JFK RFP, three Sanchez RFPs, and a GDOE RFP that was never released. These documents will be incorporated into the final RFP once received.

2. Design-Build RFP Conversion
   a. EH (SSFM) suggested adopting the DoD's design-build format, reducing it from six parts to five, with a focus on programmatic documents.
   b. CC (TRMA) highlighted the need to convert 100% design documents into a design-build RFP while ensuring compliance with specifications.

3. Potential Design Issues
   a. CC (TRMA) expressed concerns about liability if design details with unresolved issues lead to construction challenges.
   b. EH (SSFM) stressed the need to revise the current design documents, removing construction-related content.

4. Contract Administration (CA) Scope and Fees
   a. CC (TRMA) clarified that the CA contract, valued at approximately $1 million, will be adjusted to reflect reduced responsibilities since the firm is no longer the Designer of Record (DOR).
   b. EH (SSFM) indicated that the scope would be reduced if DOE does not require technical design reviews.

5. DOE Coordination and Review Process
   a. CC (TRMA) mentioned that GDOE's review of the programming document will take approximately one month.
   b. EH (SSFM) noted the need for a contract extension to accommodate revised scopes and timelines.
   c. CC (TRMA) highlighted the possibility of additional fees for programming document development.

6. BIM Management and Scope Clarification
   a. CC (TRMA) explained the firm's role in BIM management has been limited to clash detection due to the absence of a CM before SSFM.

7. Architectural Technical Support and Design Review
    a. EH (SSFM) emphasized the importance of maintaining architectural technical support, particularly during the design review phase.
    b. CC (TRMA) suggested providing support during construction for design deviations and clarifications through RFI-like processes.

8. Review Shifting Scope and Fee Adjustments
    a. EH (SSFM) proposed adjustments to reduce CA services while maintaining critical technical support.
    b. CC (TRMA) acknowledged the importance of minimizing costs while ensuring project success.

9. Quality Assurance Roles and Responsibilities
    a. CC (TRMA) explained the shift in quality assurance responsibility to DPW, with SSFM managing this during construction.
    b. EH (SSFM) noted the potential need for limited technical support for RFIs and design clarifications.

10. Document Development and Contract Timeline
    a. EH (SSFM) stressed the urgency of finalizing documents to begin the RFP development phase by early next month.
    b. CC (TRMA) highlighted the importance of contract modifications and a Notice to Proceed (NTP) to avoid delays.
    c. EH (SSFM) recommended involving the Attorney General (AG) early in the process.

III. ACTION ITEMS

1. SSFM
    a. Identify consultant requirements for the conversion process.
    b. Confirm DOE expectations for technical expertise.
    c. Clarify technical expertise needs with DOE.
    d. Confirm BIM responsibilities before SSFM deployment.
    e. Define the scope for ongoing architectural support.
    f. Finalize scope and fee adjustments.
    g. Confirm consultant involvement during construction.
    h. Coordinate stakeholder meetings and involve the AG early.

2. TRMA:
    a. Assess the timeline and costs for design-build conversion.
    b. Coordinate with DOE to establish technical review and address liability concerns.
    c. Review and adjust CA contract scope and fees.
    d. Draft a letter to DOE outlining necessary contract adjustments.
    e. Evaluate T&M structure for RFIs during construction.
    f. Draft a revised scope document for review.
    g. Communicate quality assurance roles to DOE, DPW, and GDOE.
    h. Draft documents for contract modifications.
    i. Monitor potential schedule adjustments with stakeholders.

IV. MEETING ADJOURNED AT 11:37 AM (ChST)

SSFM International

Innovate Adapt Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: November 21, 2024
Time: 11:00am – 12:00pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate.
2. SSFM: Ed Hipolito, Senior Project Manager; Gerard Bautista, Senior Manager; Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Document Control; Alvin Bejosa, Document Control

II. DISCUSSION TOPICS

1. Project Timeline and Current Status
   a. October-November Efforts
      i. CC (TRMA): Confirmed focus on fact-finding and developing a detailed project schedule.
   b. Pending RFPs
      i. EH (SSFM): Highlighted outstanding RFPs (JFK, Sanchez, GDOE) that must be incorporated into the final RFP.
2. Project Schedule and Phasing
   a. CC (TRMA): Reaffirmed the original phasing plan: two years for school buildings and one year for sports facilities.
   b. Proposed Revisions
   c. EH (SSFM): Proposed revising the schedule to complete the project in two years to save time and reduce risks.
3. Meeting with DPW Follow-Up
   a. EH (SSFM) will update the TRMA on any developments from SSFM's meeting with Director (scheduled later that afternoon) to provide clarity on directives and next steps due to the directors comment on the end Dec 2024 RFP deadline in the news.
4. Discussion on TRMA's Services in Design-Build Context
   a. Design-Build Approach Scope:
      i. CC (TRMA) is preparing a design-build programming document covering architectural, landscape, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scopes.
   b. Specialty Documents
      i. CC (TRMA): Explained inclusion of environmental studies and theater design as informational documents only.
   c. Exclusions
      i. CC (TRMA): Confirmed no DOR responsibilities or owner-agent services under design-build.
   d. Commissioning Authority Services
      i. CC (TRMA): Recommended retaining commissioning authority for performance testing.
5. Contractual Adjustments
   a. Liability Waivers
      i. CC (TRMA): Proposed liability waivers for specific documents under the design-build framework.
   b. Contract Extension:

i. Cedric Cruz (TRMA): Suggested extending the TRMA contract to December 2028, subject to final schedule details.

6. Reestablishing Terms with DOE
   a. Submission Timeline
      i. CC (TRMA): Committed to sending revised terms to DOE within a day for approval.
      ii. EH (SSFM): Committed to supporting the no-cost change order and will recommend approval to DPW and GDOE.
7. Concurrent Efforts to Avoid Delays
   a. EH (SSFM): Stressed the need for proactive alignment and preliminary approval to maintain project momentum.

III. ACTION ITEMS

1. SSFM
   a. Follow up on pending RFPs (JFK, Sanchez, GDOE) to ensure their inclusion in the final RFP.
   b. Expedite the TRMA no-cost change order request to GDOE. Need to start by Dec 1.

2. TRMA:
   a. Submit revised terms to DOE and address any follow-up questions.
   b. Ensure contractor's scope includes performance and functional testing requirements to enable effective commissioning authority.

IV. MEETING ADJOURNED AT 11:27AM (ChST)

SSFM International

Innovate Adapt Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: December 12, 2024
Time: 11:00am – 12:00pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate.
   SSFM: Ed Hipolito, Senior Project Manager; Gerard Bautista, Deputy Manager; Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Document Control

II. DISCUSSION TOPICS

1. Project Timeline and Current Status
   a. October-November Efforts
      i. CC (TRMA): Confirmed focus on fact-finding and developing a detailed project schedule.
   b. Pending RFPs
      i. EH (SSFM): Highlighted outstanding RFPs (JFK, Sanchez, GDOE) that must be incorporated into the final RFP.
2. Project Schedule and Phasing
   a. CC (TRMA): Reaffirmed the original phasing plan: two years for school buildings and one year for sports facilities.
   b. Proposed Revisions
   c. EH (SSFM): Proposed revising the schedule to complete the project in two years to save time and reduce risks.
3. Meeting with DPW Follow-Up
   a. EH (SSFM) will update the TRMA on any developments from SSFM's meeting with Director (scheduled later that afternoon) to provide clarity on directives and next steps due to the directors comment on the end Dec 2024 RFP deadline in the news.
4. Discussion on TRMA's Services in Design-Build Context
   a. Design-Build Approach Scope:
      i. CC (TRMA) is preparing a design-build programming document covering architectural, landscape, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scopes.
   b. Specialty Documents
      i. CC (TRMA): Explained inclusion of environmental studies and theater design as informational documents only.
   c. Exclusions
      i. CC (TRMA): Confirmed no DOR responsibilities or owner-agent services under design-build.
   d. Commissioning Authority Services
      i. CC (TRMA): Recommended retaining commissioning authority for performance testing.
5. Contractual Adjustments
   a. Liability Waivers
      i. CC (TRMA): Proposed liability waivers for specific documents under the design-build framework.
   b. Contract Extension:

i. Cedric Cruz (TRMA): Suggested extending the TRMA contract to December 2028, subject to final schedule details.

6. Reestablishing Terms with DOE
   a. Submission Timeline
      i. CC (TRMA): Committed to sending revised terms to DOE within a day for approval.
      ii. EH (SSFM): Committed to supporting the no-cost change order and will recommend approval to DPW and GDOE.
7. Concurrent Efforts to Avoid Delays
   a. EH (SSFM): Stressed the need for proactive alignment and preliminary approval to maintain project momentum.

III. ACTION ITEMS

1. SSFM
   a. Follow up on pending RFPs (JFK, Sanchez, GDOE) to ensure their inclusion in the final RFP.
   b. Expedite the TRMA no-cost change order request to GDOE. Need to start by Dec 1.

2. TRMA:
   a. Submit revised terms to DOE and address any follow-up questions.
   b. Ensure contractor's scope includes performance and functional testing requirements to enable effective commissioning authority.

IV. MEETING ADJOURNED AT 11:27AM (ChST)

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: December 19, 2024
Time: 11:00am – 12:00pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate.
2. SSFM: Gerard Bautista, Deputy Manager; Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Document Control; Alvin Bejosa, Document Control

II. DISCUSSION TOPICS

1. Status of TRMA NTP
   a. Still pending per CC (TRMA)

2. Project Cost / Cost Estimation Process
   a. Finance Team Meeting Rescheduled
      i. GLG (SSFM) informed that the meeting with the finance team was delayed to next Tuesday. The discussion will focusing on the $166 million project cap, and the question arose about how this number was derived.
   b. Cost Estimate Background
      i. CC explained that the figure was based on a construction cost estimate from May 2023, using 2022 numbers. The cost estimate was finalized in early 2023 and included an escalation for costs through 2024. It was designed around a base bid, which covered the necessary facilities for the school, including classrooms and major sports facilities. However, additional programs like the credit recovery facility were considered optional and included as alternate or additive bid items.
   c. Project Scope Adjustments
      i. Due to pandemic-related cost increases and supply chain issues, the full scope of the project could not be met within the budget. The base bid aimed to ensure the school could operate with the necessary facilities, and this cost estimate totaled just under $160 million.
   d. Cost Estimation Process
      i. The estimate was provided by J. Uno and Associates, a construction cost estimation firm based in Hawaii. CC (TRMA) clarified that some modifications were made to the initial estimate to address gaps.
   e. Further Actions
      i. CC (TRMA) will send additional details on the previous cost estimate.

3. FF&E Budget
   a. GLG (SSFM) inquired whether the FF&E (furniture, fixtures, and equipment) was included in the $160 million cost estimate. CC (TRMA) confirmed that the FF&E was not included in the $160 million estimate, which originally stood at $6 million. However, after adjustments, the FF&E cost may be reduced to $3 million. CC (TRMA) will verify and provide the exact numbers.
   b. Interest Rates:
      i. The interest rate used in the estimate was around 8-8.5%. CC (TRMA) clarified that the financing cost was part of the $160 million estimate, covering both principal and interest.

c. Clarification of Estimates
    i. GLG (SSFM) sought clarification regarding earlier estimates, which were initially based only on construction costs. CC (TRMA) confirmed that the final $160 million estimate includes both construction and financing, clarifying any confusion regarding earlier numbers.

4. TRMA work without NTP
    a. Despite having delays in receiving the NTP, CC (TRMA) confirmed that preliminary work, such as preparing the scope for the programming document and working with the engineering team, is already underway.

5. Building Square Footage Information
    a. GLG (SSFM) asked if the number of buildings and their respective square footages could be provided in a simplified format, such as an Excel spreadsheet. CC (TRMA) confirmed that the information is available in their files and provide a copy.

6. Phasing and Cost Estimates
    a. GB (SSFM) asked whether phasing was a major factor in the cost estimates and if it accounted for working around students during the project.
    b. CC (TRMA) explained that phasing primarily influenced the campus layout. Without phasing constraints, a more efficient layout could have been achieved. The phasing added approximately six months to the project timeline and was a significant concern for DPW.
    c. GLG (SSFM) asked if the time factor and associated costs, such as labor and interest, were accounted for in the estimates.
    d. CC (TRMA) stated that the estimates included a three-year time frame and a cost escalation factor of roughly 10% for 2024. Labor force constraints, including workers, were not explicitly factored in but were embedded in material and construction costs.

7. Discussion on Classroom Capacity
    a. CC (TRMA) highlighted concerns about the number of classrooms relative to student capacity, noting that 30 fewer classrooms could suffice for 2,000 students. An option to remove the C Wing to save $12-15 million had been discussed but not formally decided.
    b. GLG (SSFM) raised questions about the cost impact of increasing the student capacity from 1,700 to 2,000. CC (TRMA) explained that the infrastructure was initially designed for 1,900-2,000 students. The main cost increase for accommodating 2,000 students would stem from additional restroom and shower facilities, estimated conservatively under $10 million. Other facilities, like the gym, library, and cafeteria, were already scaled for 2,000 students, so changes were minimal.
    c. Restrooms are stacked and include at least two sets per wing (one per floor). The ratio of fixtures to students (1:50) means an increase of approximately six fixtures per restroom for an additional 300 students.

8. Cost Negotiation
    a. CC (TRMA) reiterated the potential deduction of the C Wing as a cost-saving measure, emphasizing it had been discussed with the planning committee but was not formally documented. The committee expressed understanding of this option but remained firm in delaying approval until a critical decision point.

9. Parking and Access for Sports Field:
    a. GB inquired about the parking and access arrangements for the shared sports field, referencing JFK's setup to avoid walking through the main campus.
    b. CC (TRMA) explained the following design considerations:
        i. Parking for the shared sports field is situated on the west and north sides of the campus, along the perimeter.

ii. Access to the shared sports field does not require walking through the main campus, ensuring security and convenience.
iii. The campus design includes securing the main courtyard, with public-access facilities like the gym and auditorium also accessible from the perimeter.

III. ACTION ITEMS

1. SSFM
   a. N/A

2. TRMA:
   a. Cost details of the 160 million including FF&E
   b. Building Square Footage Information (Excel Format

IV. MEETING ADJOURNED AT 11:31AM (ChST)

SSFM International
Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: January 2, 2025
Time: 11:00 am – 12:00 pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate
2. SSFM: Ed Hipolito, Senior Project Manager; Gerard Bautista, Deputy Manager; Glenn Leon Guerrero, Senior Project Manager; Alvin Bejosa, Document Control

II. DISCUSSION TOPICS

1. Approval and NTP for TRMA follow-up
   a. CC (TRMA) sent a follow-up email on Thursday, but has received additional responses.

2. Scope of Work alignment
   a. EH (SSFM) Discussed how the scope of work aligns with ongoing efforts. Clarified the need for interpretation and how it could apply to both situations under review. Asked if CC (TRMA) had spoken to the team about starting tasks based on this scope. CC (TRMA) is working on finalizing instructions for the team to make specific comparisons regarding the work to be done. A notice to the team is expected to go out by tomorrow. Team actions are subject to their discretion and willingness to assume risks before receiving a formal Notice to Proceed (NTP) from GDOE.

3. Proposed schedule review:
   a. EH (SSFM) presented an updated schedule with adjusted dates, mainly aiming for a draft RFP completion by the 12th, about 6 or 7 weeks away. Emphasized the urgency of meeting this timeline, which is critical to the project's progress. Highlighted the need for concurrent reviews and additional comments to refine the schedule and manage overlapping tasks effectively.

4. Draft Programming to Final Document Process:
   a. EH (SSFM) inquired about the gap between completing the programming draft and the final document, assuming no comments. CC (TRMA) anticipated minimal work if no comments arise, but cautioned that current team workloads could influence timelines.

5. Cost and Scope Considerations, Funding Breakdown
   a. EH (SSFM) discussed discrepancies between the original $134 million base bid and the $166 million total allocated in the law, which included $20 million for financing and additional funds for Furniture, Fixtures, and Equipment (FF&E).
   b. EH (SSFM) stressed the importance of adjusting expectations to fit the base bid budget, accounting for inflation and costs of additional facilities (e.g., bathrooms). Suggested allowing flexibility and innovation to manage costs and value.
   c. GLG (SSFM) confirmed that FF&E costs are covered by GDOE and GCC, which could offset other cost increases. Also noted the potential need for bridge financing before construction loans are secured.

d. EH (SSFM) Summarized the approach to ensure the project stays within legal and financial constraints. Emphasized preparing for negotiations with contractors by ensuring flexibility and clarity in cost breakdowns and selection criteria.

6. Clarification of Base Bid Scope
   a. GLG (SSFM): Confirmed with CC (TRMA) that Wing C is included in the base bid. Agreed, the base bid includes Wing C plus an additional 20 million of additives/option bids.

7. Cost Savings via Finish Adjustments
   a. EH (SSFM) Explored potential savings by allowing the developer to determine finishes, aiming for cost-effective solutions that balance upfront expenses and long-term maintenance.
   b. CC (TRMA) Noted that finishes account for 30-40% of construction costs, and reducing their grade could significantly lower costs. Explained that current specs are standard for educational facilities, focusing on practicality rather than luxury.

8. Balancing Scope, Budget, and Prioritization
   a. EH (SSFM) Explored potential savings by allowing the developer to determine finishes, aiming for cost-effective solutions that balance upfront expenses and long-term maintenance.
   b. Proposed breaking the project into a base bid (guaranteeing core deliverables) and additives (e.g., additional classrooms, Wing C). This structure ensures project feasibility while enabling optional expansions if budgets allow.

9. Stakeholder Engagement and Feedback
   a. GLG (SSFM): Planned a meeting with key stakeholders (Carla, Bobby Adamos, and vice principals) to align on priorities and scope flexibility.
   b. EH (SSFM) Highlighted the importance of clear communication with stakeholders to set realistic expectations and emphasize the goal of securing a feasible contract that ensures the school is built and operational.

10. Flexible Programming Document / RFP
    a. EH (SSFM) Suggested drafting a flexible programming document that accommodates various configurations, balancing classroom counts, Wing C, and other optional elements based on final funding availability. Stressed the need to prioritize deliverables, ensuring alignment between client expectations and project feasibility.

11. Construction Cost Insights
    a. EH (SSFM) asked for cost benchmarks for construction in Guam, comparing DOD projects with non-DOD (outside the fence).
    b. CC (TRMA) Shared that recent bids for smaller-scale projects (~10,000 sq ft) averaged $490–$500 per square foot.
    c. EH (SSFM) noted that DOD projects are higher, costing about $700 per square foot due to additional specifications like FF&E

12. Construction Cost Insights
    a. GLG (SSFM) Asked about cost estimates for reducing classrooms.
    b. CC (TRMA) explained that the rough cost per classroom is $850K–$1M, accounting for additional spaces like gyms, cafeterias, and walkways.
    c. EH (SSFM) Noted the average classroom size is ~1,000 sq ft, and multiplying by the cost per square foot gives a base idea, though it excludes other factors.

13. Design Flexibility
    a. EH (SSFM) asked if the design makes it easy to cut classrooms.
    b. CC (TRMA) Confirmed the modular design enables adjustments without major redesigns, allowing buildings or classrooms to be added or removed efficiently.

14. C-Wing and Additives
    a. EH (SSFM) discussed prioritizing C-Wing and other elements as "additives."
    b. CC (TRMA) Clarified that C-Wing includes 17 classrooms (7 being double-sized GCC rooms).
    c. CC (TRMA) Proposed categorizing C-Wing as a value engineering item for negotiation, maintaining flexibility for inclusion or exclusion.
    d. EH (SSFM) suggested C-Wing should be the first additive brought back if budget allows.

15. Alignment based on number of teachers.
    a. EH (SSFM) pointed out that the school only has 80 teachers, not the initially planned 100.
    b. GLG (SSFM) Confirmed this, emphasizing the need to align classroom numbers with current staffing.

16. Comments on the JFK RFP Document
    a. CC (TRMA) noted concerns about the RFP's "award of contract" section (page 122), emphasizing the need for clearer, proposal-oriented language.
    b. EH (SSFM) Agreed, highlighting that the document contained inconsistent terminology (IFB/ITB vs. RFP) and needed refinement.

17. Procurement Method and Legal Implications
    a. CC (TRMA) inquired whether Guam law allows flexibility between RFP and IFB for construction projects, recalling DOE legal counsel's preference for IFB.
    b. GLG (SSFM) confirmed the team is proceeding with RFPs, citing past projects like GCR and university examples as precedents.
    c. EH (SSFM) raised questions about legislative changes enabling design-build projects, noting historical issues with such procurement methods.
    d. GLG (SSFM) advocated for RFPs to shift risk to contractors and align with programming and stakeholder input.

III. ACTION ITEMS

1. SSFM
    a. Continue refining and finalizing the proposed schedule. Ensure concurrent reviews to meet the draft RFP completion deadline.
    b. Adjust expectations to fit the $134M base bid budget. Ensure flexibility for contractor negotiations.
    c. Develop a structure with core deliverables as a base bid and optional expansions as additives.
    d. Plan and conduct meetings with stakeholders to align priorities and communicate scope flexibility.
    e. Align classroom numbers with current staffing (80 teachers).

2. TRMA:
    a. Continue follow-up on the NTP.
    b. Identify the specific comparison of TRMA's tasks on the NTP.

3. Team
    a. Minimize gaps between draft programming and final document stages, considering team workloads.
    b. Confirm inclusion of Wing C and $20M additives in the base bid.
    c. Utilize modular designs to allow efficient classroom adjustments.
    d. Categorize C-Wing as a value engineering item. Include C-Wing as the first additive if budget permits.
    e. Revise the "award of contract" section for clarity and consistency with RFP standards.
    f. Programming document accommodating various configurations for final funding availability.

IV. MEETING ADJOURNED AT 11:46AM (ChST)

SSFM International

Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: January 9, 2025
Time: 11:00 am – 12:00 pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Mike Makio, Principal; Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate
2. SSFM: Joe Duenas, Principal; Ed Hipolito, Senior Project Manager; Gerard Bautista, Deputy Manager; Glenn Leon Guerrero, Senior Project Manager; Alvin Bejosa, Document Control; Connie Garrido, Document Control

II. DISCUSSION TOPICS

1. Action Items Recap:
   a. SSFM continue refining and finalizing the proposed schedule – For further discussion.
   b. Adjust the expectations to fit the $134 million budget and ensure flexibility for the contract – Ongoing Effort
   c. Planning Stakeholder Meetings to Align Priorities and Communicate Scope - These meetings will involve discussions on selection criteria and will play a key role in the broader RFP development process already underway.
   d. Align classroom numbers with current staffing (80 teachers)
      i. EH (SSFM) discussed aligning classroom numbers with staffing, noting "Wing C" (20 additional classrooms) as an optional additive that can be included or removed.
      ii. GLG (SSFM) Confirmed no decision yet on the 80 teachers, with discussions ongoing over the next few weeks as part of the RFP process.
      iii. CC (TRMA) Emphasized establishing a base number of classrooms to meet core needs while allowing flexibility with additive features.

2. Draft Outline Progress
   a. CC (TRMA) confirmed the draft outline for the programming document is nearly complete. It includes project objectives, space requirements, and previous deliverables to create a foundation for the design-build RFP.
   b. EH (SSFM): Suggested using a multi-part spec format for the outline to align various sections and ensure integration with other RFP components, such as financing and O&M.

3. Old and New Contracts:
   a. CC (TRMA): Explained that under the old contract, a small percentage of work can proceed due to budget constraints. Highlighted concerns about overlapping work being absorbed into the new contract terms, which could complicate invoicing.
   b. GLG (SSFM): Recommended initiating billing to highlight progress and create a stopping point if necessary, ensuring Swanson understands the constraints and urgency for the NTP.

4. Invoice and Billing Concerns
   a. CC (TRMA) anticipated minimal work if no comments arise, but cautioned that current team workloads could influence timelines. CC: Detailed the partial invoicing status (e.g., 5A) and how remaining balances tie into the new terms. Expressed a need to avoid confusion between old and new contract scopes.

b. EH (SSFM): Suggested framing overlapping work as separate pieces (e.g., "overlap piece" or "5B invoice") to maintain clarity and continuity in the invoicing process.

5. Clarification of Contract Scope and RFP Finalization Risks
   a. JD (SSFM) inquired if the language in the current contract is sufficient to help finalize the RFP.
      i. MM (TRMA) confirmed the contract does cover RFP support.
      ii. JD (SSFM) Suggested insulating risks by ensuring the RFP and final contract require the developer to produce their own final stamped drawings, minimizing liability for Cedric's team.
   b. EH (SSFM) sought clarification on how much of the work can be completed under the current contract without consultant input and emphasized identifying gaps in consultant contributions, especially for technical specifications e.g. HVAC.
   c. CC (TRMA) explained that key deliverables from consultants (e.g., landscaping, electrical, HVAC) might be missing if they don't proceed. Highlighted the need for a liability waiver for consultants no longer acting as designers of record.
   d. MM (TRMA) and JD (SSFM) discussed issues if invoiced services deviate from the original contract scope. Proposed reformatting Cedric's letter into a formal letter outlining scope changes, with a signature block for the superintendent to sign, addressing concerns about price increases and clarifying scope changes.
   e. GLG (SSFM) Supported creating a formal amendment to expedite the approval process, noting possible GDOE unfamiliarity with the process as a potential barrier.

6. Scope and Changes:
   a. EH (SSFM) and CC (TRMA) discussed the original contract's high-level nature and its shift from a design-bid-build to a design-build approach.
   b. CC (TRMA) highlighted that the remaining budget under the current scope (~$100,000) would only cover half the effort required for the updated terms.

7. Plan Options
   a. Plan A: Amend the scope description in alignment with the budget while clarifying that no additional costs are involved.
   b. Plan B: Proceed with the current scope while maintaining flexibility.
   c. Plan C: Submit existing documents with liability waivers, minimizing TRMA's responsibilities but increasing risk.

8. Risk Considerations:
   a. EH (SSFM) and others noted risks associated with incomplete or unadjusted designs being used for RFPs. Disclaimers might not fully mitigate liability in court.

9. Proposed Path Forward
   a. Draft a clear, no-cost amendment letter emphasizing scope changes, ensuring superintendent concurrence with a signature block. Expedite RFP issuance to meet pressing deadlines while managing risks and maintaining accountability.

10. Revised Amendment Letter:
    a. MM (TRMA) suggested the letter should include a revised deliverable schedule reflecting the current process timeline, as the original delivery schedule has expired.
    b. CC (TRMA) confirmed the contract expires at the end of the year, requiring an extension.

11. Budget and Payment Process
    a. EH (SSFM) raised concerns about delays in payments, which could hinder timely action.
    b. MM (TRMA) proposed invoicing 30% of the remaining contract value as a gesture to demonstrate account functionality.

12. RFP Documentation
    a. MM (TRMA) and EH (SSFM) discussed the need for including both performance criteria and outcomes in the RFP documents to reduce risks and ensure project specifications are met and focusing on balancing detailed RFP preparation with the urgency of issuing the solicitation.

13. Finalizing Documents with Risks:
    a. JD (SSFM) inquired whether the team would be comfortable proceeding with 100% drawings for P3. MM (TRMA) highlighted the need to communicate the risks associated with using 100% documents without proper vetting or performance specs in place.

14. Timeline and RFP Scope:
    a. EH noted that the goal is to issue a Notice to Proceed (NTP) but emphasized that submitting incomplete or minimally vetted documents (e.g., 30%) might require negotiation later.

15. Amendment Letter Modifications:
    a. MM requested if SSFM can add specific language for the letter to the superintendent. . JD (SSFM) will provide draft language and send to TRMA today.

16. Tomorrow's Meeting:
    a. The letter must be finalized and presented to Dr. Swanson during the meeting to secure his immediate signature and reiterate that no further progress can be made without approval.

III. ACTION ITEMS

1. SSFM
    a. Provide redraft language to TRMA that address Superintendents questions on price and scope and provide a signature block for superintendent's concurrence.

2. TRMA:
    a. Include a revised deliverable schedule and update expiration details in the amendment letter.
    b. Send the letter to SSFM for modifications before presentation during tomorrow's meeting.

IV. MEETING ADJOURNED AT 11:59AM (ChST)

SSFM International

Innovate | Adapt | Sustain

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: January 16, 2025
Time: 11:00 am – 12:00 pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate
2. SSFM: Joe Duenas, Principal; Gerard Bautista, Deputy Manager, Alvin Bejosa, Document Control; Connie Garrido, Document Control

II. DISCUSSION TOPICS

1. Status of Change Order:
   a. CC (TRMA) receipt of the revised terms via email, which effectively acted as the Notice to Proceed (NTP).
      i. Documentation for signatures was sent by the end of the previous day.
      ii. CC assured that they are comfortable with the terms and will sign and return the documents promptly.

2. Review of Programming Document (TRMA)
   a. Project Time Frame:
      i. The total project duration is identified as 720 days from the Notice to Proceed (NTP).
      ii. Design verification is expected to take 120 days, with permitting estimated at 60 days.
   b. Design Phase Requirements:
      i. Developers are responsible for final architectural and engineering (A&E) construction documents, permits, and clearances.
      ii. Preliminary documents provided by TRMA are not final and must be refined by the new A&E designers.
   c. GDOE Review:
      i. The GDOE will review the A&E documents during the preliminary and final design stages.
      ii. A commissioning agent will be involved in the review process.
   d. Biological Conservation Measures:
      i. Specific measures must be implemented to protect endangered tree snails before site work can begin.
      ii. A survey and permit from Fish and Wildlife Services are required for any modifications to the snail colony.
   e. Permitting Process:
      i. The developer and contractor will expedite the application for clearing, grading, and building permits.
      ii. The preliminary design may serve as the building permit drawings, potentially saving time.
   f. Construction Procurement:
      i. Long-lead materials can be ordered prior to securing the building permit.
      ii. Construction Phase Requirements
   g. Biological conservation measures must be maintained throughout construction.
      i. The developer will handle temporary utilities and occupancy permit applications.
   h. School Design and Capacity:

i. The current design accommodates 1,900 students, with flexibility in classroom sharing.
ii. A discussion was held regarding restroom facilities needing upgrades for a capacity of 2,000 students.

i. Bidding Process:
i. The base and additive bid items were discussed, with a need for clear pricing structures to address potential value engineering opportunities.
ii. A focus on keeping evaluation criteria qualitative to reduce the risk of protests was emphasized.

j. Fixed and Flexible Design Requirements:
i. Non-negotiable elements include traffic circulation, air entry points, and specific sports facilities.
ii. Flexibility is allowed in site layout and design elements to optimize cost-effectiveness.

k. Site Development and Attachments:
i. Requirements for conservation measures, demolition, and hazardous material removal were outlined.
ii. The A&E team will prepare the necessary summaries for site development, including civil and architectural designs.

l. Documentation:
i. Attachments for the RFP will include various reports and design drawings, ensuring all necessary information is provided to the developer and their A&E team.

3. Flexibility vs. Specificity:
   a. JD (SSFM) raised concerns about how vague the requirements should be to avoid generating excessive questions and potential protests from bidders.
   b. CC (TRMA) expressed confidence that providing clear and explicit requirements would facilitate better pricing and understanding from the bidders' perspective.
4. Initial Goals:
   a. The primary goal is to finalize and release the RFP while ensuring that bidders have enough information to prepare their proposals effectively.
   b. CC (TRMA) emphasized the importance of clarity in the documentation, allowing bidders to understand the basis of the design without being confined by the existing campus layout.
5. Bidders' Preparation:
   a. CC (TRMA) noted that as bidders assemble their teams and prepare for the RFP, having clear documentation would enable them to start pricing the project in advance.
6. Design Build Dynamics:
   a. JD (SSFM) encouraged CC (TRMA) to consider the process from the developer's perspective, questioning how the proposed structure of the documents would assist the developer's design team.
   b. CC (TRMA) affirmed that the clarity in how documents are utilized would ease the developers' and designers' tasks, making negotiations more straightforward.
7. Focus on Timelines:
   a. Both acknowledged the importance of completing the project efficiently to benefit the students, reiterating the need to avoid delays while managing the risk of protests.
8. Schedule Confirmation:
   a. CC (TRMA) indicated that the team is still developing the schedule and will meet to discuss what can be accomplished. He expressed optimism that the schedule is workable and will provide an update after the meeting.
9. Pressure to Expedite:
   a. JD (SSFM) mentioned that Vince is pressing for timely progress on the project, emphasizing the need to avoid delays and protests, especially given the project's long history.
10. Issuing Addenda:
    a. CC (TRMA) suggested that if certain elements of the RFP aren't ready by March 31, they can issue an addendum after the RFP is released. This would allow them to get the RFP out sooner while addressing incomplete items later.

11. Flexibility in RFP Development:
    a. JD (SSFM) raised the importance of keeping the RFP simple and qualitative to minimize potential protests. He compared the current situation to a previous project where the process was less complicated.
    b. CC (TRMA) assured that they intend to keep the RFP straightforward and focus on critical elements necessary for the design-build teams.
12. Stakeholder Feedback:
    a. JD (SSFM) acknowledged the significance of stakeholder feedback in shaping the design and the importance of keeping the process transparent to avoid misunderstandings.
13. Accelerating the Process:
    a. CC (TRMA) indicated potential acceleration of the RFP timeline, suggesting that the TRMA portion of the work could be completed within five to six weeks.
14. Contractor's Perspective:
    a. JD (SSFM) inquired what a contractor would do to expedite the process. CC (TRMA) mentioned the importance of obtaining necessary permits early and procuring long-lead items in advance.
15. Permitting Timeline:
    a. The discussion touched on the permitting process, which could take 90 to 120 days.
16. Selection Criteria Feedback:
    a. JD (SSFM) brought up the proposal to change the weighting of the RFP from 70% financing and 30% construction to either 40% financing and 60% construction or 50% financing and 50% construction.
    b. CC (TRMA) did not have initial concerns about increasing the construction weighting, while also acknowledging the legal considerations regarding procurement methods.
17. Understanding RFP vs. IFB:
    a. JD (SSFM) explained the complexities of the RFP process, involving financing, construction, and maintenance agreements, compared to the simpler Invitation for Bid (IFB) process.

III. ACTION ITEMS
1. CC (TRMA) will sign and return the revised terms documentation promptly for the contract
2. TRMA will develop a workable schedule and provide an update after further discussions
3. TRMA Issuance of an addendum may occur if certain RFP elements are not ready by March 31

IV. MEETING ADJOURNED AT 11:59AM (ChST)

SSFM International

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: January 30, 2025
Time: 11:00 am – 12:00 pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate
2. SSFM: Gerard Bautista, Deputy Manager; Ed Hipolito, Senior Project Manager; Glenn Leon Guerrero, Senior Project Manager; Alvin Bejosa, Document Control; Connie Garrido, Document Control

II. DISCUSSION TOPICS (KEY ITEMS)

1. Project Schedule and RFP Progress
   a. Discussions about the project schedule and adjustments made based on sub-consultants' feedback. Cedric confirmed that the schedule is achievable but may shift by a couple of days depending on government approval.
   b. Discussion about the latest updates to the RFP and ensuring it aligns with Vince's preferences.
2. RFP Format and Contents
   a. Ed raised concerns regarding the flow of the RFP, especially with the new hybrid format combining elements of JFK and DPW RFPs. Cedric clarified that the content is based on the DOE contract outline but modified for this project.
   b. Cedric and Ed discussed ensuring the cost estimate accounts for inflation and design-build risk transfer.
3. Cost Estimate and Budget
   a. Cedric provided an updated cost estimate, factoring in inflation and adjustments to the construction schedule. The base bid cost was increased to reflect inflation, with a final estimate nearing $150 million.
   b. Discussion about how the $9 million FF&E (Furniture, Fixtures, and Equipment) is separate from the construction costs and the expectations for the developer's contribution.
4. Maintenance and FF&E
   a. Discussion about maintenance costs after construction, which are expected to be approximately 1-1.5% of the total project cost. Cedric clarified that the $9 million FF&E includes moveable furniture, not built-in items.
5. Protest Risks and Evaluation Criteria
   a. Cedric shared insights about how bidders might compete based on time versus cost, and the team discussed how to structure evaluation criteria to avoid protests.

6. Decisions Made
   a. Schedule and RFP Finalization
      i. Cedric to finalize the RFP and cost estimate, with Vince's feedback expected later in the day. Once approved, it will be sent to Gita and Bond Council for review.
7. Budget Adjustments
   a. The team agreed on the need to stick to the $166 million budget, focusing on maximizing the scope within this limit without arbitrarily reducing it.
8. Cost Estimate Clarifications
   a. Cedric will revise the cost estimate and provide a more detailed breakdown, including the impact of inflation and cost escalation for 2026.

III. ACTION ITEMS

1. TRMA:
   a. Provide updated cost estimate (with inflation adjustments) by 2:00 PM on January 23, 2025.
   b. Finalize the RFP and send to Gita and Bond Council for review.
   c. Coordinate with relevant parties to gather accurate construction inflation data for Guam.
2. SSFM:
   a. Review the RFP for any missing components from the JFK RFP and ensure the content aligns with the intended structure.
   b. Coordinate with Cedric to finalize evaluation criteria for the RFP.
   c. Review Cedric's final cost estimate and provide feedback on RFP structure.

IV. MEETING ADJOURNED AT 11:53 AM (ChST)

SSFM International

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
SSFM & TRMA Weekly Discussion

Date: January 30, 2025
Time: 11:00 am – 12:00 pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. TRMA: Cedric Cruz, Senior Project Architect; Elmer Prudente, Associate
2. SSFM: Gerard Bautista, Deputy Manager; Ed Hipolito, Senior Project Manager; Alvin Bejosa, Document Control; Connie Garrido, Document Control

II. DISCUSSION TOPICS (KEY ITEMS)

1. EH (SSFM): Discussed the CAHA requirements for public art and how to integrate it into the project (RFP)
2. EH (SSFM): Provided updates on the financing schedule and implications for project timing.
3. CC (TRMA): Discussed the review of the construction inflation rates for Guam and their impact on the budget.
4. EH (SSFM): Discussed the clarification of roles and responsibilities regarding the FF&E items and their procurement

III. CONCERNS

1. EH (SSFM) mentioned that the construction schedule has been pushed back, potentially delaying the project by four years.
2. EH (SSFM) discussed concerns about the government's ability to procure necessary items for the project on time.
3. CC (TRMA) is uncertain how to expedite the permitting process without delaying the contractor's timeline.

IV. DECISIONS

1. CC (TRMA) mentioned that the final draft document is to be submitted on or before February 14th.
2. CC (TRMA): The artwork costs will not be included in the construction costs of the walls.
3. EH (SSFM) Coordination must be established between GDOE and the contractor for furnished items to ensure timely procurement.

V. ACTION ITEMS

1. EH (SSFM) to revise the schedule based on feedback from BBMR
2. CC (TRMA) will provide progress emails from consultants for review by next week.
3. CC (TRMA): to ensure that requirements regarding public art (CAHA) are included in the programming document
4. EH (SSFM) & CC (TRMA): follow up on the procurement and installation coordination for FF&E items.

VI. MEETING ADJOURNED AT 11:36 AM (ChST)

3-5-25 Draft

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

FOR IMMEDIATE RELEASE

DPW ANNOUNCES REQUEST FOR PROPOSAL FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

Upper Tumon, Guam – (Insert Date)

The Department of Public Works (DPW) is pleased to announce the forthcoming issuance of a Request for Proposals (RFP) for the development of the new Simon Sanchez High School. This major project will be delivered through a Public-Private Partnership (P3) utilizing a **Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM)** project delivery method.

Under this procurement model, the selected developer will be responsible for financing the project, executing demolition of structures, designing and constructing the new facilities, and providing long-term capital maintenance over a period not exceeding 30 years.

"This project is not just about constructing a school—it's about building a brighter future for our students, educators, and the entire community," said DPW Director Vince Arriola. "We are calling on experienced developers and contractors to take part in this critical project. We want to get the word out now so that firms can begin assembling their teams and preparing for this opportunity."

For the past several months, DPW has diligently worked with key stakeholders—including the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Attorney General's Office, and industry experts—to refine the RFP. Regular weekly meetings ensure that the final proposal reflects the needs and vision of the school and community.

The new Simon Sanchez High School will serve to accommodate 2,000 students and 150 faculty and staff. Key features include:

- State-of-the-art facilities, including modern classrooms, administrative offices, and covered walkways
- Comprehensive site development, with sports facilities, landscaping, and irrigation systems
- Specialty spaces, such as a JROTC building, a multipurpose auditorium, a cafeteria, and an audio-visual and theater system
- Sustainability elements, including a photovoltaic solar energy system and a rainwater catchment system
- A focus on student success, with a dedicated Credit Recovery Building and fully furnished classrooms equipped with the latest technology

DPW anticipates selecting a developer by June 2025, with a targeted 730-day completion timeline from the contract award date. Proposals from firms that can demonstrate the ability to accelerate the construction schedule while maintaining compliance with the project requirements are highly encouraged.

The RFP documents will be available to interested developers starting Friday, March 28, 2025, at the DPW Contract Administration Technical Services Office, CIP Division, Ground Floor, TMC Building. Final dates and submission details will be formally published.

DPW is seeking experienced and innovative firms capable of delivering high-quality, efficient, and cost-effective projects. This is a unique opportunity to be part of a landmark initiative that will be a defining moment in Guam's education infrastructure.

For more information, please refer to the attached **Frequently Asked Questions (FAQs)**.

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FREQUENTLY ASKED QUESTIONS (FAQs)

Question 1: **How does the procurement differ from a traditional construction RFP?**
Answer: Unlike conventional design-bid-build (DBB), this project follows a Finance, Demolition, Design, Build, Lease/ Leaseback, Insure/ Capital Maintenance (FDDBLM) model. It is a Public Private Partnership (P3) also known as a Leaseback RFP. It calls for multiple services that include finance, demolition, design, build, lease/leaseback, and provide insurance and capital maintenance over a period not to exceed 30 years. The developer selected will have a long-term relationship with the Government of Guam.

Question 2: **Has the Government of Guam ever used this model before?**
Answer: Yes. The Government of Guam has successfully procured and delivered Okkodo High School, Astumbo Middle School, Liguan Elementary School, Adacao Elementary School, and John F. Kennedy High School using this P3/ Leaseback model of procurement.

Questions: 3: **Why is the Government of Guam using this procurement method?**
Answer: This procurement method is required by Public Law 37-22, the Ma Kahat Act of 2013.

Question 4: **How does a P3/ Leaseback work?**
Answer: The developer finances the project and leases the facility back to the Government of Guam for a period not to exceed 30 years. The developer will maintain the school during this period.

Question 5: **What kind of company/ developer are you looking for?**
Answer: The selected firm must demonstrate expertise in financing, design, construction, insurance, and long-term maintenance. Due to the project's scale and complexity, it is in the government's best interest to select a team with proven experience in delivering large-scale educational or similar projects within the accelerated construction timeline.

Question 6. **How long will the developer be given to submit their proposal?**
Answer: The RFP will be available on March 28th, 2025, and proposal submissions are due on May 23, 2025,

Question: **What kind of team members should the Developer have?**
Answer: The development team should comprise:

- A financial partner capable of securing project financing.

Meeting with SSFM and DPW Director
March 5, 2025; 9am; SSFM Office

I. **Proposed Schedule/ Critical Path to Meet RFP Timelines**

A. Incorporate Updated TRMA Revisions into RFP. **Wednesday, March 5th.**

B. Incorporate TRMA updates into Press Release and FAQs. **Wednesday March 15th.**

C. Evaluation Committee Page by Page Review (Session 2) . **Friday, March 7th.**

D. Incorporate Evaluation Committee Page by Page Review into RFP. **Friday, March 7th.**

E. Transmit RFP to DPW Director for Transmittal to AG Keeler. **Friday, Close of Business) March 7th.**

F. Incorporate AG Keeler revisions into RFP. **Target- Friday, March 14th.**

G. Send RFP to SSFM Corporate for final quality control (QC) review and formatting **(Pending AG Keeler review). Target- Friday, March 14th.**

H. Finalize and Issue Pre-Marketing Press Release to the Media. **This Week.**

I. **RFP Published Schedule**

i. Availability of RFP Documents. **Friday, March 28th.**

ii. Mandatory Pre-proposal Conference & Site Visit. **Friday, April 4th.**

iii. Last Day to Submit Written Questions. **Wednesday, April 30th.**

iv. RFP/Proposal Submittal Date. **Friday, May 23rd.**

v. Anticipated Evaluations Committee Review. **Tuesday, June 3rd.**

vi. Anticipated Interviews and Final Scoring. Wednesday, June 4th- **Thursday, June 5th.**

vii. Anticipated Selection Notice. **Friday June 20th.**

II. **RFP (Updated)**

A. Revise RFP with updated TRMA Attachment B. **Today.**

B. Update press release and FAQs with TRMA feedback. **Today.**

C. Pending Evaluation Committee page by page review and revisions. **Friday, March 7th.**

D. Transmit copy to Keeler for Legal Review. **Friday, March 7th.**

III. **Press Release and FAQs**

A. Pending feedback from DPW and GEDA on financial FAQs. **This week.**

B. Send Draft to DPW for Governor's Communications Office revisions and distribution. **This week.**

- A **licensed general contractor** with experience in large-scale educational or similar projects.
- A **qualified architectural and engineering team** including specialty consultants for acoustic design, audio visual systems, geotechnical investigation, biological conservation measures, and hazardous materials to ensure compliance with design standards.
- An operations and maintenance (O&M) team to sustain the facility throughout the leaseback period.

Question: **When do you anticipate awarding the RFP?**
Answer: The anticipated target date to select the developer is early summer.

Question: **How will the developer be evaluated?**
Answer: Given the project's complexity, Proposers will be selected and ranked based on qualifications. The Proposer will be required to submit a separate and sealed Term Sheet and Price Proposal, which will be opened for negotiations after the highest ranked Proposer is selected.

Question: **What is the authorized budget for this project?**
Answer: Proposers will be required to submit a separate sealed term sheet and price proposal that is within the budgetary parameters defined in the Public Law 37-22, The Ma Kahat Act of 2013.

Question: **Who will evaluate the Proposal?**
Answer The Evaluation Committee will consist of multiple stakeholders defined by law.

Question: **What is the total building area of the project?**
Answer: The total building area is approximately 300,000 square feet inclusive of covered walkways.

Question: **Is there a pre-existing design for the new school?**
Answer: Although a design was initially developed and near completion, it has been transitioned into a programming document that defines project requirements. The developer will bear full responsibility for design risk, ensuring that the final design meets programming specifications while incorporating innovation to enhance cost efficiency, improve operational performance, and expedite construction.

Question: **What is the intended design approach of the new Simon Sanchez High School?**
Answer The Developer will be required to adhere to the programming document provided in the RFP, which incorporates extensive stakeholder feedback. While the project must meet the predetermined functional and educational requirements, developers and architects are encouraged to introduce innovative design and construction solutions that enhance cost efficiency and accelerate project completion. The final design provided by the Developer will be subject to approval by DPW and GDOE to ensure alignment with long-term operational and maintenance objectives, minimizing risks to the government throughout the leaseback period.

Question: **How much does the government estimate the school will cost?**
Answer: The principal amount of financing authorized cannot exceed the budgetary ceiling and interest rates define by Guam laws related to this project.

Question: **Will the Government of Guam provide Financing**
Answer: **(pending GEDA response)**

Question: **What happens if the Developer cannot provide financing?**
Answer: **(pending GEDA response)**

Question: **How will the old Simon Sanchez High School be used?**
Answer: The current facility will be demolished to make way for the new high school.

Question: **When can we expect to break ground on construction and have the new Simon Sanchez?**
Answer: Groundbreaking can take place later this year, with substantial completion in Summer of 2027.

Question: **Simon Sanchez High School was supposed to be built years ago. What has changed to ensure the school will be built this time?**
Answer: DPW has worked closely in developing the RFP with stakeholders and industry experts. Stakeholders include the Guam Department of Education (GDOE), the Simon Sanchez High School administration, The Guam Economic Development Authority (GEDA), the Attorney General's Office, and industry experts. Regular weekly meetings ensure that the RFP reflects procurement requirements and the needs and vision of the school and community.

Question: **Will the new Simon Sanchez High School have common-use facilities with FB Leon Guerrero Middle School as it did in the past?**
Answer: The only common use facilities will be shared sports fields.

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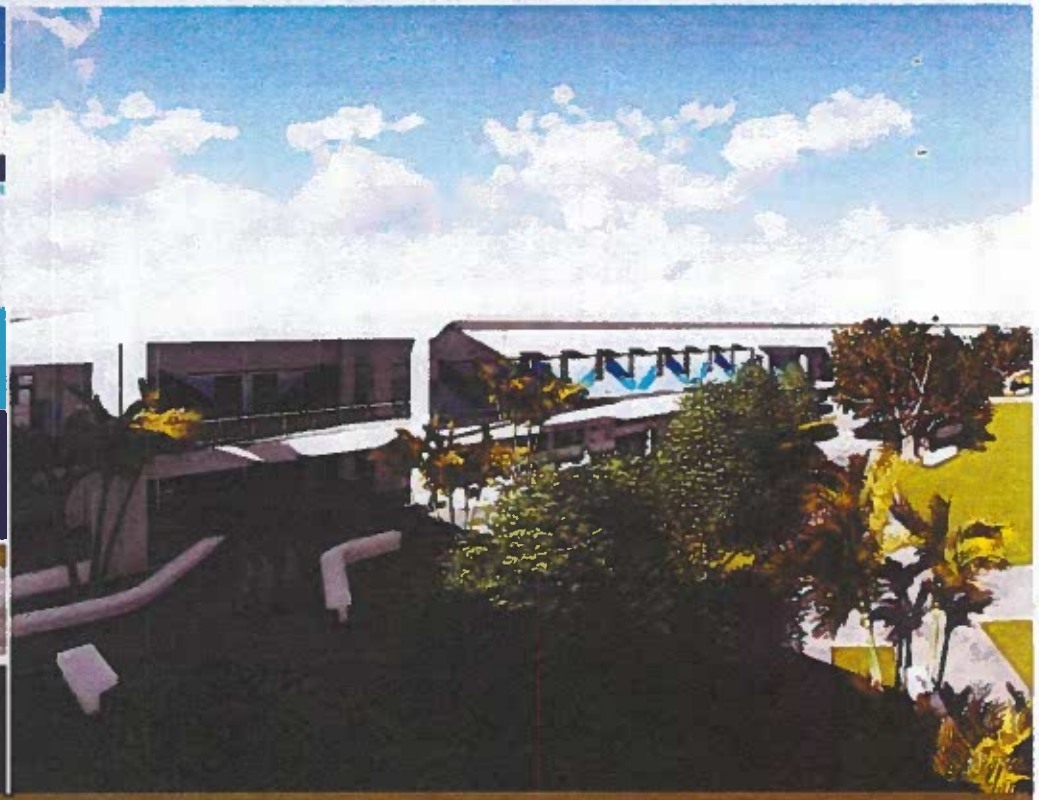

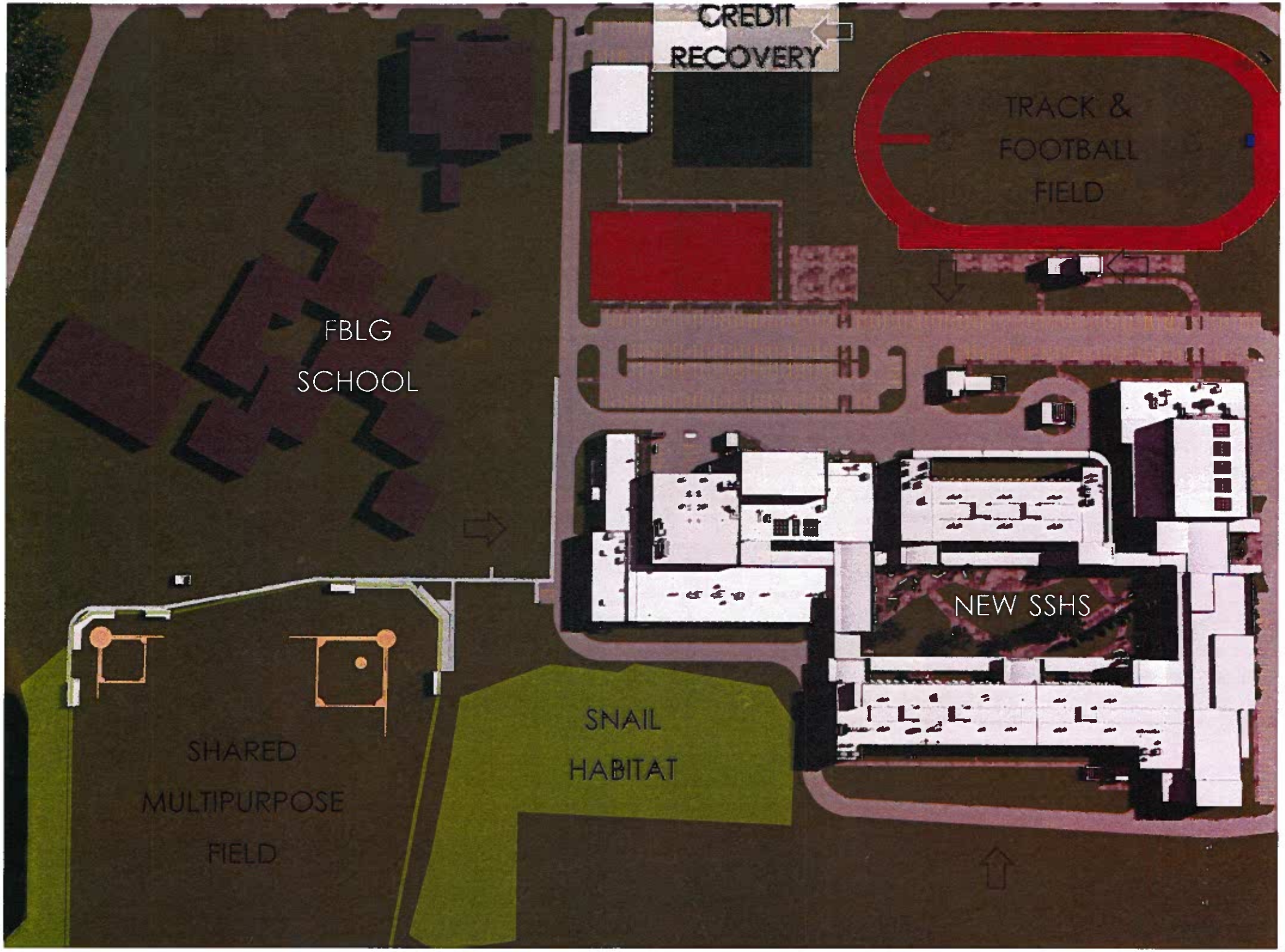
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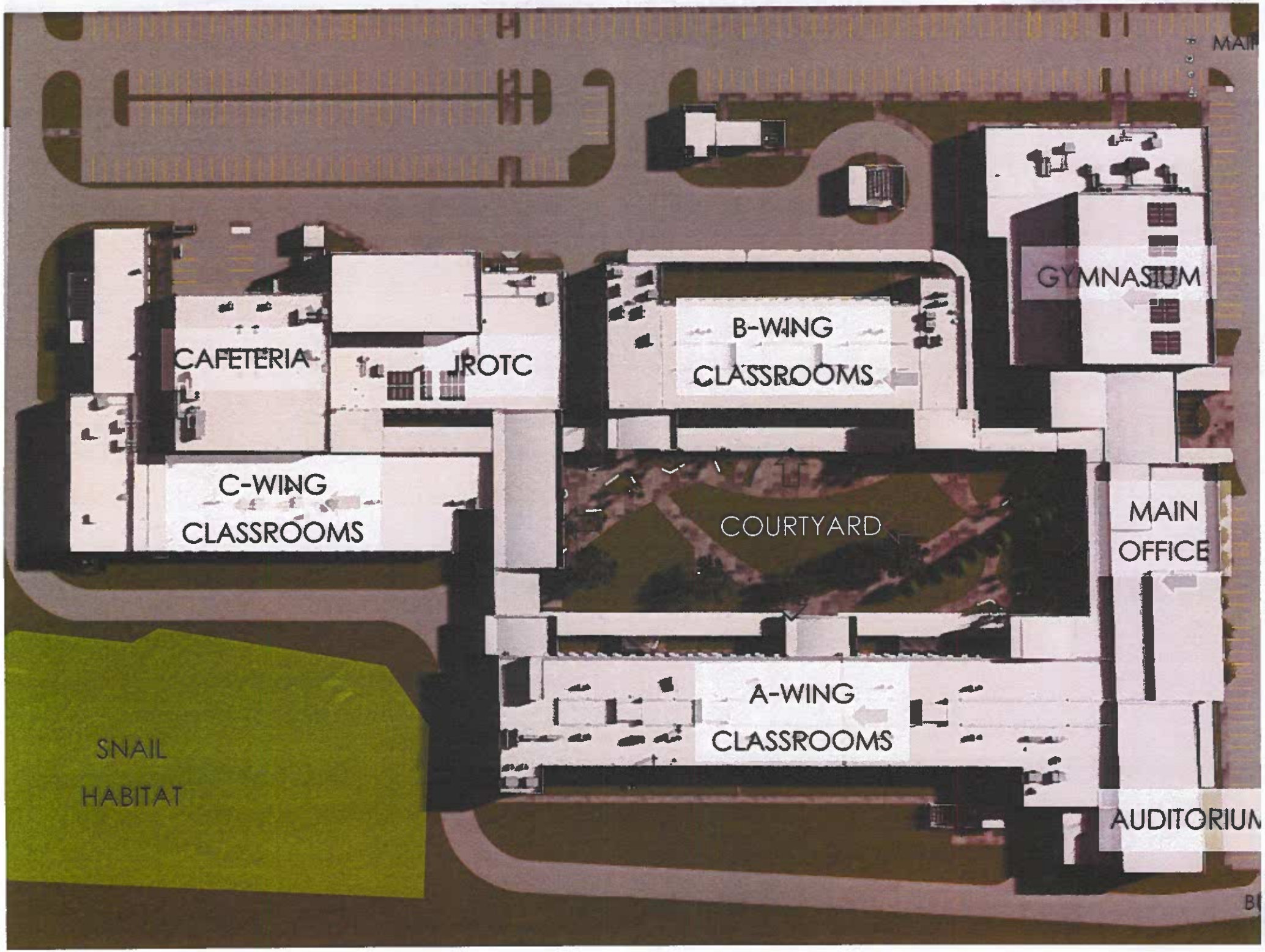
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AUDITORIUM

3-5-25

REQUEST FOR PROPOSALS

FOR

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

AS AUTHORIZED BY THE "MA KAHÅT ACT OF 2013" AND ALL SUBSEQUENT/RELATIVE PUBLIC LAWS AS APPROPRIATE

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

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

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

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PREPARED BY:

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

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

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

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

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

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio**, through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **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 pre-proposal conference** will be held on **Friday, April 4, 2025, at 11:00 a.m.** in the **DPW FHWA Conference Room (2nd Floor).** A **mandatory site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS**
Friday, May 23, 2025, 4PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**ANTICIPATED PRESENTATION & INTERVIEW DATE**
Friday, June 20, 2025	**ANTICIPATED SELECTION NOTICE**

NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM

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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 KAHAT ACT OF 2013*** , Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be structured as an annually renewable lease, with automatic renewal provisions contingent on available pledged or reserved revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose corporate proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents within the timelines specified in this RFP.

II. TERM AND TIME OF PERFORMANCE

The term of this solicitation is comprised of two sections: 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed, and 2) The negotiated Lease/Leaseback Capital Maintenance period not to exceed thirty (30) years.

III. SCOPE OF SERVICES

The Proposer shall be responsible for the scope of work, services and responsibilities in this RFP and the requirements outlined in the Financing Scope of Work (Attachment A) and the Design/Construction and Insurance/Capital Maintenance Scope of Work (Attachment B).

IV. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the DPW Director Vincent Arriola via John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

V. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Submittal with all the required forms/addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also consist of a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

VI. PROPOSAL SUBMITTAL

The Proposal shall be submitted in a sealed envelope or box that is clearly marked **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG"** and must include one (1) original with all the required forms listed in Section XXXI- RFP ATTACHMENTS AND LEGAL REQUIREMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed individual Term Sheet and an individual Price Proposal.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11 inch format with font no less than 12-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, background, qualifications, and expertise of the Proposer. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-
This should be an overview of the entire RFP Packet with a description of the general approach and/ or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP

Section 2: Table of Contents. Include a clear identification of the written material by section and by page number

Section 3: Cover Letter (max. 1 page)
Each proposal shall include a cover letter signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name, phone number and email address of the Proposer's contact person relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) Must also indicate whether operating as an individual proprietorship, partnership, corporation, or joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/relevant public laws.***

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the overall project coordinator/manager. The manager candidate may be subject to DPW approval.

c) Organizational Charts for Proposer. This shall include two (2) charts: 1. A chart of all corporate entities on the Proposers team, and 2. A chart of all key personnel, with their titles and specific task assignments for the Project.

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. 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) Description of Proposer's technical competence and Proposer's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Approach and Capacity of Proposer

Detailed description of the Proposer's plan, methods, and ability for carrying out the Project, including:

Construction and Insurance/Capital Maintenance

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

d) How the Proposer plans to ensure the project remains within the budgetary ceilings and budgetary parameters set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

e) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project. **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 that will streamline mobilization, expedite demolition and accelerate project completion.

g) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design,

construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies that will help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.

h) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

i) How the Proposer 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 bring the facility back online quickly 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 and 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 coverages.

o) Copy of Contractors License

p) Provide name and license of Proposer's Architectural/Engineering Design Team

q) Provide all required attachments listed in this RFP in an appendix not counted toward the forty (40) pages.

Financing

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

r) Proposer's proposed structure in detail, as well as provisions for extension of maturity, or roll-over, or any other hypothetical scenario.

s) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

t) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely manner. 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.

u) Please include your firm's three (3) years latest audited financials.

v) Please describe any other terms and conditions required by your firm, regarding this financing.

w) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

x) 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.

y) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide details on the pre-payment arrangement scenario.

Section 6- Experience on Similar Projects

Description of the Proposer's experience with respect to the area of building public schools or similar construction in size, price, and scope. Specially, please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide any examples of its experience in a municipal leaseback project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Include a discussion of 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 a contact name, telephone number and email address for the Owner.

ix. Discussion of claims, demands, and or litigation arising from the project and involving the Proposer, and the resolution of the same.

x. List projects that the Proposer has successfully completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the complexity of the project; and the needs of the clients, minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all suits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/or litigation state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

Proposer must hold a Contractors License, which is current, valid and in good standing with the Guam Contractor's Licensing Board. Include a copy of your Contractor license and statement on whether license has been revoked or suspended in the last five (5) years.

If any of the following have occurred, please describe in detail the circumstances of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the needed services. Accordingly, Proposer may describe mitigating factors as a part of description of any of the above.

VIII. TERMS OF PAYMENT

a) The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

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

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

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

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds along with 2) the Notice of Award. The contractor must submit a separate invoice for the Demolition and Clearing, which will be paid 30 days after receipt of invoice.

IX. AVAILABILITY

This Request for Proposals ("RFP") may be picked up at the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Work, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., beginning March 28, 2025. Upon obtaining this RFP, prospective Proposers must sign in in the 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 a representative of the Proposer in-person and 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 Director of Public Works as the procurement officer via John Calanayan john.calanayan@dpw.guam.gov on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

XIII. EXPLANATION TO 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 named contact individual at DPW. Questions about any part of this RFP shall be communicated in writing to the Department of Public Works for interpretation before the deadline. Proposers should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all 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,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

XIX. EQUAL OPPORTUNITY

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

(b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration

for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals will be prepared. Proposals and modifications will be shown only to government personnel having a legitimate interest in them. The Register of Proposals will be opened to public inspection only after award.

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive" (*see RFP Attachment 8*). Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXII. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer has met the standards of responsibility, 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:

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) Reject any or all proposals received in response to this RFP in the best interests of DPW or the Government of Guam as provided in the Guam Procurement Regulations;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVI. NON-DISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), 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. 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.

XXXI. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

(2) **Financing Scope of Work** (*reference RFP ATTACHMENT A*).

(3) **Design| Construction & Insurance| Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B and USB Drive).*

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

(5) **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.*

(6) **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.*

(7) **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.*

(8) **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.*

(9) DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION *(reference: RFP ATTACHMENT 6).*

(10) ACKNOWLEDGEMENT OF RECEIPT FORM *(reference: RFP ATTACHMENT 7).*

(11) DPW CHECKLIST OF RESPOSIVENESS *(reference: RFP ATTACHMENT 8).*

(12) PRICE PROPOSAL FORM *(reference: RFP ATTACHMENT 9).*

XXXII. OPENING OF PROPOSALS

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

XXXIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by "***The Ma Kahat Act of 2013***" **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee

Evaluation Process

1. Due to the complexity and diversity of the scope of services required in this RFP (finance, demolition, design, build, lease/leaseback, insurance and capital maintenance), DPW intends to convene the Evaluation Committee with subject matter experts (SMEs), to provide technical clarifications in specific areas. SMEs will not participate in scoring but may provide input to assist the committee in its evaluation.

2. Each member of the Evaluation Committee will evaluate each proposal based on the *qualifications* outlined in Section XXXIV. Evaluation, Rating and Selection Table. The sealed Term Sheet and Price Proposal will *not* be used as the basis of the evaluation.

3. Each member of the Evaluation Committee will evaluate each proposal and rank each proposal based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest).

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer must appear in person. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. Proposers will be notified of the location of the interviews at a future date.

5. Tie Breaker Procedure: If two (2) or more Proposers ranks are determined to be equal, the Chairperson will evaluate the proposals to break the tie.

6. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference and submit it to the DPW Director and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

7. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

8. The Government will enter negotiations with the best qualified Proposer, at which time their sealed individual Term Sheet and individual Price Proposal will be opened for negotiation.

XXXIV. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any Proposers.

XXXV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	15	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	25	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project	25	

outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*		
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

XXXVI. INDIVIDUAL EVALUATION FORM

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

XXXVII. SUMMARY EVALUATION FORM

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

XXXVIII. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

The Term Sheet and Price Proposal will be unsealed from the Highest Ranked Proposer prior to Negotiations and must be within the budgetary ceiling outlined within the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XXXIX. NEGOTIATION AND AWARD OF CONTRACT

DPW, GEDA, and GDOE will negotiate a final contract with the best-qualified Proposer for the required services to ensure that the final contract meets the government's project objectives, financial interest and is consistent with the budgetary parameters outlined in Guam public law.

Contract negotiations will be directed toward:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. DEFINITIONS

1. **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; 3) Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.

2. **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.

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

4. **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.

5. **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.

6. **Makahat Act of 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

7. **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.

8. **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.

9. **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.

10. **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form

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

12. **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.

13. **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.

14. **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.

15. **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling and controlling large complex projects.

16. **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

DRAFT

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 Kåhat* Act of 2013" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

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

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

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

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High

School financing shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The Proposer may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*.

Supplemental Information

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

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

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

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

(end)

DESIGN | CONSTRUCTION
AND
INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

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(Attachments B-1 through B-18 are made available in electronic format by DPW):

Attachment B-1: Topographic Survey
Attachment B-2: Biological Assessment
Attachment B-3: Archaeology Report
Attachment B-4: Geotechnical Report
Attachment B-5: Programming Document Drawing Index Scope
Attachment B-6: Hazardous Material Demolition
Attachment B-7: Programming Document Drawings
Attachment B-8: Programming Document Specifications
Attachment B-9: AV Systems
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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:
   - Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
   - Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
   - Provide 3-weeks notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.

5. Obtain Demolition, Clearing & Grading, and Building Permits

6. Expedite procurement of long-lead materials, building systems, and FF&E.

7. Provide Temporary Utilities

8. Provide Engineering Special Inspections

9. Obtain Occupancy Permit

10. Comply with GDOE Commissioning Requirements

11. Provide and Install FF&E

12. Facilitate Sanitary Permit Application and Inspections with GDOE

13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

D. Project Scope

1. The project scope consists of:
   a. General Requirements for Design and Construction
   b. Financing
   c. Insurance, Capital Maintenance and Custodial Plan
   d. Site Development & Sports Facilities

e. Administration Building, Main Entrance, Covered Walkways, and Courtyard
f. A-wing Classroom Building
g. Gymnasium Building
h. B-wing Classroom Building
i. Cafeteria
j. JROTC Classroom Building and Multipurpose Space
k. C-wing Classroom Building
l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
m. Photovoltaic System
n. Rainwater Catchment System
o. Landscaping Plants, Irrigation, and Site Furnishing
p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

E. School Population

1. 2,000 students
2. Teachers and staff, 150 total
3. Buses, 22 total
4. Student & Guest Parking, 204 total
5. The programming document design is based on a 1,700-student population. The Final Construction Documents must comply with all requirements for a 2,000-student population except:
    a. No additional classroom spaces are required.
    b. No additional cafeteria seating is required.
    c. No additional gymnasium bleacher seating is required.
    d. No additional space is required for the library.
    e. No additional office space is required.
    f. No additional sports field spectator seating is required.
    g. No additional storage space is required.
    h. No additional courtyard seating is required.
    i. No additional employee and student parking is required.

F. Design Requirements:

1. Biological Conservation Measures

a. Provide Biological conservation measures prior to any work onsite.
b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.
c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
e. Establish the new habitat prior to translocation of endangered species.
f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition
    a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
    b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
    c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
    d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop
    a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
    b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking
    a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.

b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.
c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.
d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path
    a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.

6. Credit Recovery Building
    a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
    a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.

8. Drill Pad
    a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.

9. Courtyard Space and Main Entrance
    a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
    b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
    c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
    d. Provide four flag poles adjacent to the Main Entrance.
    e. Provide monument signage adjacent to the Main Entrance.
    f. Provide a covered walkway from the car rider drop-off area to the main office entrance.

g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.
h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.
i. Provide convenience walkways through the courtyard space and uncovered seating.
j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.
k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.
m. Provide a stage for assembly events in the courtyard.
n. Do not place student lockers along the courtyard.
o. Provide student planting areas.
p. Provide trellis-covered outdoor learning areas.
q. Provide convenience outlets throughout the courtyard covered seating areas.
r. Provide maintenance hose bibs throughout courtyard space.
s. Civil Design requirements…
t. Landscaping requirements…
u. Electrical requirements…
v. Telecom requirements…

10. Sports Facilities
    a. Provide a combined football/soccer field with a perimeter 8-lane running track, press box, restrooms, storage, and fixed spectator seating.
    b. Provide an outdoor scoreboard that can be viewed from the press box and spectator seating.
    c. Provide track and field provisions for long jump, triple jump, shot put, discus, and javelin throw.
    d. Provide alternating lane colors for the running track.
    e. Provide a 4-ft fence with access gates along the track perimeter to protect the track from excessive pedestrian traffic.
    f. Provide a separate practice field near the football/soccer field.
    g. Provide 4 tennis courts with spectator seating.
    h. Provide a multipurpose baseball/softball/soccer field that will be shared by SSHS and FBLG schools.
    i. Provide fixed spectator seating, backstops, and dugouts for the multipurpose baseball and softball fields.

j. Provide portable bleachers for the multipurpose soccer field.
k. Provide field lighting.

11. General Requirements for Building Design
    a. Do not exceed a second-floor level.
    b. Provide Access-controlled entry with egress override at exterior building doors.
    c. Provide ADA door operator controls at primary building entrances.
    d. Provide a minimum of 2 passenger elevators and 1 service elevator for 2nd floor access.
    e. Provide Security Surveillance and Alarm systems.
    f. Provide seismic separation as established in the programming document design.
    g. Provide roof access and fall protection.
    h. Provide gravel maintenance strips at perimeter of buildings.
    i. Comply with Guam Zoning Code; International Building Code 2009; Guam Tropical Energy Code; ADA/ANSI A117.1-2003; Department of Public Health and Social Services requirements for school facilities; National Federation of High Schools standards for sports facilities.
    j. Refer to Part I and J requirements.

12. Corridors
    a. Minimize hiding spots in corridors.
    b. Locate general student lockers in classroom building corridors.
    c. Provide Access Control for exterior doors

13. Artwork
    a. Provide Local Artist murals/artwork at building entrances and at the fence structure along the east side of the campus adjacent to the community walking path. Refer to Attachment B-16 for CAHA requirements.

14. Room Requirements
    a. Provide the rooms specified in the room requirements and adjust accordingly for the student population requirements. Refer to Part J.

15. Room Adjacencies
    a. Maintain the general room adjacencies established in the programming document design; design development may modify adjacencies subject to GDOE approval.

16. Campus Wing Configurations

a. Maintain the desired A-wing, B-wing, and C-wing general grouping of spaces established in the programming document design; design development may modify campus wing configurations subject to GDOE approval.

17. Room Area and Dimensions
    a. Maintain minimum room areas and dimensions established in the programming document design; design development may modify room area and dimensions subject to GDOE approval.

18. Building Systems Requirements
    a. Refer to Part I.

19. Access Control Requirements
    a. Refer to Part I.

20. Provide a concrete floor structure for Dance Band/Choir Classrooms if these are located on the second-floor level.

G. Design Development Requirements for Final Construction Documents:

1. Modification of the Programming Document Design is acceptable for:
    a. Site Layout and Courtyard Configuration
    b. Room Configuration & Placement
    c. Building Shell Design
    d. Building Systems Design
    e. FF&E

2. Modifications must comply with the Programming Document Design intent and are subject to GDOE approval.

H. Site Development Requirements

1. Civil – Refer to Attachment B-15
2. Landscaping – Refer to Attachment B-15
3. Site Fire Protection – Refer to Attachment B-15
4. Site Electrical & Telecom – Refer to Attachment B-15

I. Building Shell & Systems Requirements

1. Architectural
    a. Exterior Sidewalks

1) Provide sealer and broom finish concrete for Exterior Sidewalks with pattern as identified in the programming document design.

b. Slab on Grade
   1) Provide termite treatment.
   2) Provide continuous vapor barrier at building perimeter foundations and slab on grade for interior spaces.
   3) Provide floor mats with drains at building entrances.
   4) Provide ADA-compliant floor transitions and maintain required tolerances for floor finishes.

c. Exterior Walls & Columns
   1) Provide plaster and paint finish for concrete walls and columns.
   2) Provide reveal and paint patterns per the programming document design.
   3) Provide beveled edges and corners.
   4) Flash and seal wall penetrations.
   5) Provide eyebrows/overhangs for exterior windows and doors.
   6) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
   7) Provide aluminum or stainless steel wall coping.
   8) Provide aluminum or stainless steel roof drain cladding.

d. Suspended Slabs & Roofs
   1) Provide gutters and downspouts for balcony walkways and roofs.
   2) Provide roof drains with covers.
   3) Provide scuppers for drainage and overflow.
   4) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
   5) Provide floor mats with drains at building entrances.
   6) Provide integrated rain drips at the bottom face of the exposed structure for balcony walkways and roofs.
   7) Provide sealer and broom finish for balcony walkways.
   8) Provide monolithic concrete connection of roof slab to parapet wall.
   9) Provide control joints at roofs to mitigate roof cracks.
   10) Provide continuous roof coating with flexible flashing at control joints, wall-roof transitions, penetrations, and elevation changes.
   11) Provide fireproofing for exposed steel structure where fire rating is required.
   12) Provide thermal insulation under the roofs of interior spaces.
   13) Provide acoustic insulation for the Dance, Choir, and Band rooms located on the second floor above other rooms.

e. Exterior Doors & Windows
   1) Comply with wind loading requirements and standard testing requirements.
   2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
   3) Provide aluminum storefront windows.
   4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
   5) Provide operable windows with screens at classrooms and offices
   6) Provide air curtains at designated doors.
   7) Provide ADA door operator systems at primary entrance doors.
   8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
   9) Provide aluminum accordion shutters for storefront doors and windows.
   10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
   11) Provide tinted safety glass for doors and windows.
   12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
   1) Provide secure roof access stairs.
   2) Provide secure roof access ladders with fall protection.
   3) Provide parapet walls or guardrails for roofs.
   4) Provide fall protection system anchors where no parapet walls or guardrails are provided.
   5) Provide aluminum guardrails with handrails at stairways.
   6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
   1) Provide plaster and paint finish for exposed concrete walls and columns.
   2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
   3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
   4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.

5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
6) Provide paint patterns per the programming document design.
7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
8) Comply with room requirements for interior walls and FF&E.

h. Interior Floor Finishes
1) Provide VCT flooring for interior spaces except where otherwise required.
2) Provide Rubber tile flooring for the Cafeteria dining area,
3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
5) Provide porcelain ceramic wall and floor finish at restrooms.
6) Provide quarry tile floor finish at Kitchen areas.
7) Comply with room requirements for finishes.

i. Ceilings
1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
3) Provide water-resistant gypsum board for soffits and roof furring.
4) Provide ceiling access panels for maintenance requirements.
5) Provide acoustic ceiling elements per room requirements.
6) Provide seismic bracing for ceilings and soffits.
7) Comply with room requirements for ceiling height.

j. Interior Doors & Windows
1) Provide full lite doors at corridors.
2) Provide flush wood doors with vision panels at classroom/prep room entrance and storage doors.
3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
4) Provide clear safety glass for doors and windows.
5) Provide exit devices per egress requirements.
6) Provide window blinds except at clearstory windows
7) Provide acoustic windows and doors per room requirements.

k. Toilet Partitions & Accessories
   1) Provide phenolic toilet partitions.
   2) Provide shower partitions and curtains to separate each individual shower.
   3) Provide toilet accessories for restrooms.

l. Casework
   1) Provide ¾-inch plywood with hardwood edges, wood veneer, and plastic laminate finish casework with adjustable shelving.
   2) Provide epoxy resin countertops on ¾-inch plywood with backsplash at science and art classrooms.
   3) Provide solid surface countertop on ¾-inch plywood with backsplash at sink counters.
   4) Provide power, water, and LP gas connections and fixtures for science tables.
   5) Match casework base with wall base.
   6) Provide pipe insulation for exposed piping at accessible sinks and lavatories.

m. Signage
   1) Provide Exterior Building Signage designating each wing/building and visible from the emergency access road.
   2) Provide Exterior Signage for each wing/building visible from the courtyard.
   3) Provide Exterior Signage for each wing/building at each building entrance.
   4) Provide room signage indicating room number and name; include Braille.
   5) Provide directional signage for exits, restrooms, main office, cafeteria, gymnasium, band, choir, dance, and library.

n. Miscellaneous

2. Structural Requirements – Refer to Attachment B-15

3. Mechanical & Fire Protection Requirements – Refer to Attachment B-15

4. Electrical Power & Lighting – Refer to Attachment B-15
   - Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.

5. Telecommunications – Refer to Attachment B-15

- Provide a combined Public Address and Intercom system throughout the entire school for notifications to the classrooms, offices, corridors, covered walkways, library, multipurpose, cafeteria, auditorium, and gymnasium spaces. Provide intercom controls at each classroom, library, cafeteria office, gymnasium offices, and auditorium office/control room for 2-way communication to the PA control center at the Main Office.

J. Commissioning Requirements
   1. Refer to Attachment B-8 Specifications Section 01910 General Commissioning Requirements

K. Insurance and Capital Maintenance and Custodial Plan Requirements

Insurance

After the winning offeror takes occupancy of the Project, the offeror shall, in accordance with the Insurance and Maintenance Agreement, but solely from amounts available for such purpose in the Insurance and Maintenance Fund, at all times maintain or cause to be maintained with responsible insurers that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally-recognized rating agencies, all such insurance on the Project (valued as defined below) which is required under the Trust Agreement or is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Offeror shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during

the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

ii. Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

iii. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.

iv. Maintain or cause to be maintained 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.

DRAFT

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

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including 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 Secrity	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-8

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the 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*]:

Name	**Address**	**% of Interest**

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

Name	**Address**	**Compensation**

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

_____
Signature of one of the following:
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: _____

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

ATTACHMENT 2

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of 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: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the 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: _____.

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: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of 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) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;

4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

_____
Signature

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

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

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

Construction of Simon Sanchez High School

Name of Prospective Proposer _____

Name of person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____

_____

DRAFT

DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

This checklist will determine if a Proposal is responsive. Proposers are reminded to read the Request for Proposal and to comply with the mandatory requirements listed below. Proposals not in compliance with the mandatory requirements below may be disqualified.

DPW Check-off

( ) **PROPOSAL PACKAGE**

- ☐ Package must be sealed, and the outside clearly marked with the Project Name, Project No. and the name of the Proposer
- ☐ One (1) original and six (6) copies of the Proposal enclosed
- ☐ Two (2) electronic copies of the Proposal on CD or USB portable storage device
- ☐ One (1) separate and sealed individual Term Sheet for financing and a separate individual Price Proposal & Addenda Acknowledgement of Receipt Form (Attachment 9)

( ) **EXECUTIVE SUMMARY (max. 1 page)**

( ) **TABLE OF CONTENTS**

( ) **COVER LETTER (max 1 page)**

- ☐ The name, phone number and email address of the Proposer's contact person relative to the proposal.
- ☐ The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.
- ☐ Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture.
- ☐ A brief statement acknowledging the firm's understanding of the scope of work.
- ☐ A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/ relevant public laws*.**
- ☐ An acknowledgement that all addenda were received (list each addendum number and date in the letter).

( ) **BODY OF THE PROPOSAL**

- ☐ Does not exceed forty (40), excluding front and back covers, Executive Summary, Table of Contents, Cover Letter, tabs, certificates of insurance, detailed scheduled charts, and

required forms. Items that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

- ☐ Single-spaced and pages are numbered consecutively on the bottom
- ☐ Subdivided into the sections identified in **Section 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

ATTACHMENT 9

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 bid form attached hereto exclusive to annual maintenance and insurance cost.

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	$

Annual Insurance and Maintenance

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

_____
(CONTRACTOR)

_____
(BY) *(Name and Signature)*

_____
(TITLE)

_____
(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

3-5-25 Draft

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

FOR IMMEDIATE RELEASE

DPW ANNOUNCES REQUEST FOR PROPOSAL FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

Upper Tumon, Guam – (Insert Date)

The Department of Public Works (DPW) is pleased to announce the forthcoming issuance of a Request for Proposals (RFP) for the development of the new Simon Sanchez High School. This major project will be delivered through a Public-Private Partnership (P3) utilizing a **Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM)** project delivery method.

Under this procurement model, the selected developer will be responsible for financing the project, executing demolition of structures, designing and constructing the new facilities, and providing long-term capital maintenance over a period not exceeding 30 years.

"This project is not just about constructing a school—it's about building a brighter future for our students, educators, and the entire community," said DPW Director Vince Arriola. "We are calling on experienced developers and contractors to take part in this critical project. We want to get the word out now so that firms can begin assembling their teams and preparing for this opportunity."

For the past several months, DPW has diligently worked with key stakeholders—including the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Attorney General's Office, and industry experts—to refine the RFP. Regular weekly meetings ensure that the final proposal reflects the needs and vision of the school and community.

The new Simon Sanchez High School will serve to accommodate 2,000 students and 150 faculty and staff. Key features include:

- State-of-the-art facilities, including modern classrooms, administrative offices, and covered walkways
- Comprehensive site development, with sports facilities, landscaping, and irrigation systems
- Specialty spaces, such as a JROTC building, a multipurpose auditorium, a cafeteria, and an audio-visual and theater system
- Sustainability elements, including a photovoltaic solar energy system and a rainwater catchment system
- A focus on student success, with a dedicated Credit Recovery Building and fully furnished classrooms equipped with the latest technology

DPW anticipates selecting a developer by June 2025, with a targeted 730-day completion timeline from the contract award date. Proposals from firms that can demonstrate the ability to accelerate the construction schedule while maintaining compliance with the project requirements are highly encouraged.

The RFP documents will be available to interested developers starting Friday, March 28, 2025, at the DPW Contract Administration Technical Services Office, CIP Division, Ground Floor, TMC Building. Final dates and submission details will be formally published.

DPW is seeking experienced and innovative firms capable of delivering high-quality, efficient, and cost-effective projects. This is a unique opportunity to be part of a landmark initiative that will be a defining moment in Guam's education infrastructure.

For more information, please refer to the attached **Frequently Asked Questions (FAQs)**.

****

FREQUENTLY ASKED QUESTIONS (FAQs)

Question 1: **How does the procurement differ from a traditional construction RFP?**
Answer: Unlike conventional design-bid-build (DBB), this project follows a Finance, Demolition, Design, Build, Lease/ Leaseback, Insure/ Capital Maintenance (FDDBLM) model. It is a Public Private Partnership (P3) also known as a Leaseback RFP. It calls for multiple services that include finance, demolition, design, build, lease/leaseback, and provide insurance and capital maintenance over a period not to exceed 30 years. The developer selected will have a long-term relationship with the Government of Guam.

Question 2: **Has the Government of Guam ever used this model before?**
Answer: Yes. The Government of Guam has successfully procured and delivered Okkodo High School, Astumbo Middle School, Liguan Elementary School, Adacao Elementary School, and John F. Kennedy High School using this P3/ Leaseback model of procurement.

Questions: 3: **Why is the Government of Guam using this procurement method?**
Answer: This procurement method is required by Public Law 37-22, the Ma Kahat Act of 2013.

Question 4: **How does a P3/ Leaseback work?**
Answer: The developer finances the project and leases the facility back to the Government of Guam for a period not to exceed 30 years. The developer will maintain the school during this period.

Question 5: **What kind of company/ developer are you looking for?**
Answer: The selected firm must demonstrate expertise in financing, design, construction, insurance, and long-term maintenance. Due to the project's scale and complexity, it is in the government's best interest to select a team with proven experience in delivering large-scale educational or similar projects within the accelerated construction timeline.

Question 6. **How long will the developer be given to submit their proposal?**
Answer: The RFP will be available on March 28th, 2025, and proposal submissions are due on May 23, 2025.

Question: **What kind of team members should the Developer have?**
Answer: The development team should comprise:

- A financial partner capable of securing project financing.

- A **licensed general contractor** with experience in large-scale educational or similar projects.
- A **qualified architectural and engineering team** including specialty consultants for acoustic design, audio visual systems, geotechnical investigation, biological conservation measures, and hazardous materials to ensure compliance with design standards.
- An operations and maintenance (O&M) team to sustain the facility throughout the leaseback period.

Question: **When do you anticipate awarding the RFP?**
Answer: The anticipated target date to select the developer is early summer.

Question: **How will the developer be evaluated?**
Answer: Given the project's complexity, Proposers will be selected and ranked based on qualifications. The Proposer will be required to submit a separate and sealed Term Sheet and Price Proposal, which will be opened for negotiations after the highest ranked Proposer is selected.

Question: **What is the authorized budget for this project?**
Answer: Proposers will be required to submit a separate sealed term sheet and price proposal that is within the budgetary parameters defined in the Public Law 37-22, The Ma Kahat Act of 2013.

Question: **Who will evaluate the Proposal?**
Answer The Evaluation Committee will consist of multiple stakeholders defined by law.

Question: **What is the total building area of the project?**
Answer: The total building area is approximately 300,000 square feet inclusive of covered walkways.

Question: **Is there a pre-existing design for the new school?**
Answer: Although a design was initially developed and near completion, it has been transitioned into a programming document that defines project requirements. The developer will bear full responsibility for design risk, ensuring that the final design meets programming specifications while incorporating innovation to enhance cost efficiency, improve operational performance, and expedite construction.

Question: **What is the intended design approach of the new Simon Sanchez High School?**
Answer The Developer will be required to adhere to the programming document provided in the RFP, which incorporates extensive stakeholder feedback. While the project must meet the predetermined functional and educational requirements, developers and architects are encouraged to introduce innovative design and construction solutions that enhance cost efficiency and accelerate project completion. The final design provided by the Developer will be subject to approval by DPW and GDOE to ensure alignment with long-term operational and maintenance objectives, minimizing risks to the government throughout the leaseback period.

Question: **How much does the government estimate the school will cost?**
Answer: The principal amount of financing authorized cannot exceed the budgetary ceiling and interest rates define by Guam laws related to this project.

Question: **Will the Government of Guam provide Financing**
Answer: **(pending GEDA response)**

Question: **What happens if the Developer cannot provide financing?**
Answer: **(pending GEDA response)**

Question: **How will the old Simon Sanchez High School be used?**
Answer: The current facility will be demolished to make way for the new high school.

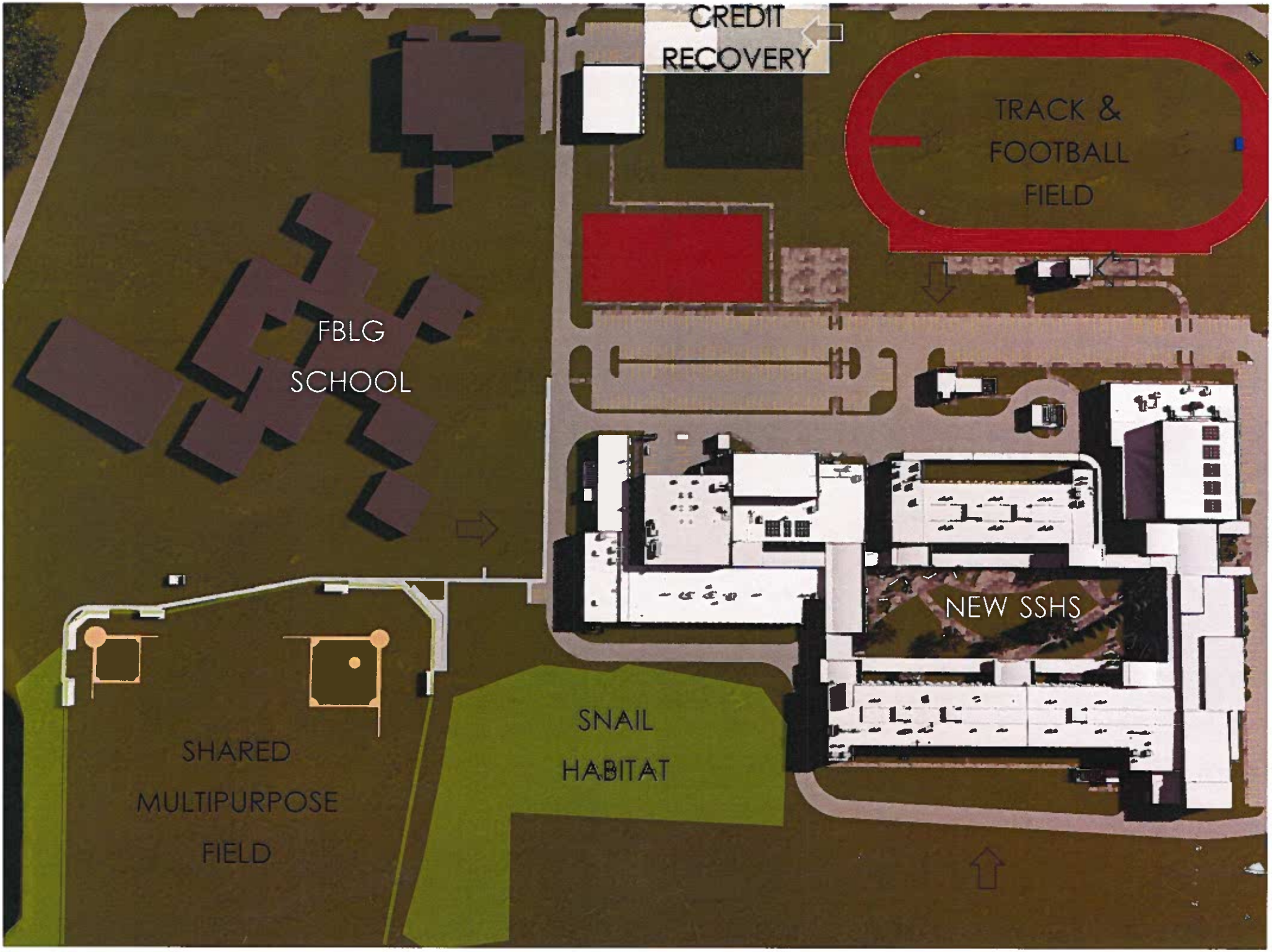
Question: **When can we expect to break ground on construction and have the new Simon Sanchez?**
Answer: Groundbreaking can take place later this year, with substantial completion in Summer of 2027.

Question: **Simon Sanchez High School was supposed to be built years ago. What has changed to ensure the school will be built this time?**
Answer: DPW has worked closely in developing the RFP with stakeholders and industry experts. Stakeholders include the Guam Department of Education (GDOE), the Simon Sanchez High School administration, The Guam Economic Development Authority (GEDA), the Attorney General's Office, and industry experts. Regular weekly meetings ensure that the RFP reflects procurement requirements and the needs and vision of the school and community.

Question: **Will the new Simon Sanchez High School have common-use facilities with FB Leon Guerrero Middle School as it did in the past?**
Answer: The only common use facilities will be shared sports fields.

****

SSTWHS


CREDIT
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FIELD
FBLG
SCHOOL
NEW SSHS
SNAIL
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SHARED
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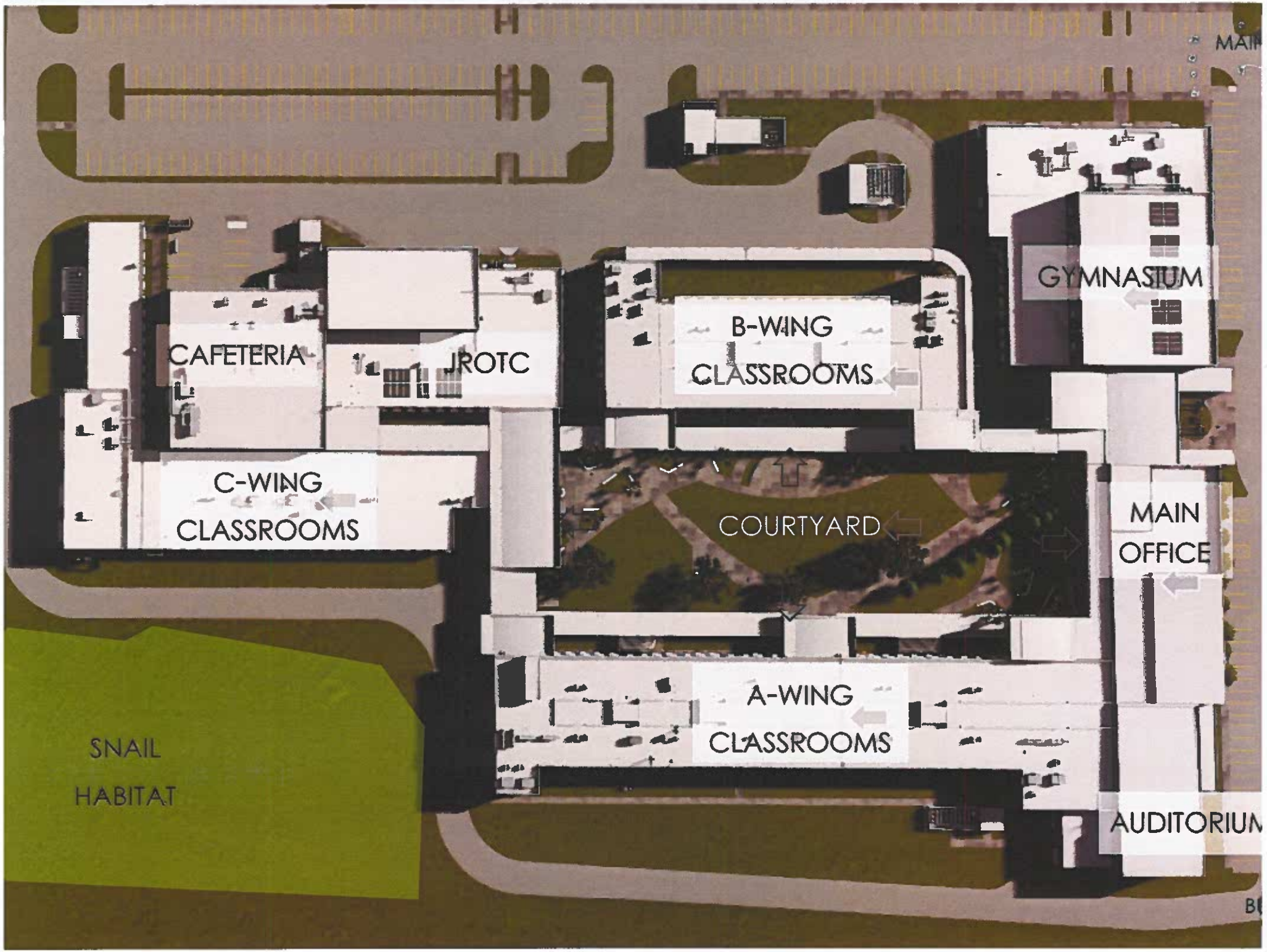
MAIN
GYMNASIUM
B-WING
CLASSROOMS
CAFETERIA
JROTC
C-WING
CLASSROOMS
COURTYARD
MAIN
OFFICE
A-WING
CLASSROOMS
SNAIL
HABITAT
AUDITORIUM

Construction of New Simon Sanchez High School
Weekly Progress Meeting No. 15
AGENDA
March 7, 2025; 9:00 AM to 11:00 AM
GEDA Conference Room, 5th Floor, ITC Building

I. **CALL TO ORDER**

II. **ROLL CALL | ATTENDANCE**

III. **UNFINISHED BUSINESS**
- a. Status of GCC FF&E Final Funding Source – GDOE
- b. Project RFP Development Milestones Schedule – SSFM
  - i. 1st DRAFT of RFP Working Template – End of December (Done)
  - ii. 2nd DRAFT of RFP Working Template - Friday January 24th. (Done)
  - iii. Submit latest DRAFT RFP to Bond Counsel – February 11th.
  - iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW- February – 14th / 17th.
  - v. DPW/ CM Page by Page Review of RFP – February 19th
  - vi. TRMA Presentation of A&E Design/ Construction Scope – Feb 21st
  - vii. DRAFT Pre-Marketing Press Release – February 28th
  - viii. Evaluation Committee RFP Review #1- February 28th.
  - ix. Complete Press Release and FAQs- Week of March 7th.
  - x. Evaluation Committee RFP Review #2 – March 7th
  - xi. 90% DRAFT RFP (Transmit to AG Keeler) March 7th
  - xii. Finalize RFP and begin publishing RFP announcement.
  - xiii. RFP Issuance – Prior to March 31, 2025.

IV. **NEW BUSINESS**
- a. RFP Evaluation Committee Review #2
- b. Contractor H2 Labor Force
- c. Upcoming Meetings
  - i. Weekly SSFM DPW Director Meeting – Wednesday, 9am
  - ii. Weekly SSFM TRMA Meeting – Thursday, 11am
  - iii. Weekly SSHS Progress Meeting – Friday, March 14th

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING – Friday, March 14th

VIII. ADJOURN

3-5-25

REQUEST FOR PROPOSALS

FOR

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

AS AUTHORIZED BY THE "MA KAHÅT ACT OF 2013" AND ALL SUBSEQUENT/RELATIVE PUBLIC LAWS AS APPROPRIATE

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

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

DRAFT

REQUEST FOR PROPOSALS

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:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

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

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

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

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio**, through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **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 pre-proposal conference** will be held on **Friday, April 4, 2025, at 11:00 a.m.** in the **DPW FHWA Conference Room (2nd Floor).** A **mandatory site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS**
Friday, May 23, 2025, 4PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**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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I. PROJECT OVERVIEW

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, build, lease/leaseback and insure/capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the ***MA KAHAT ACT OF 2013*** , Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be structured as an annually renewable lease, with automatic renewal provisions contingent on available pledged or reserved revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose corporate proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents within the timelines specified in this RFP.

II. TERM AND TIME OF PERFORMANCE

The term of this solicitation is comprised of two sections: 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed, and 2) The negotiated Lease/Leaseback Capital Maintenance period not to exceed thirty (30) years.

III. SCOPE OF SERVICES

The Proposer shall be responsible for the scope of work, services and responsibilities in this RFP and the requirements outlined in the Financing Scope of Work (Attachment A) and the Design/Construction and Insurance/Capital Maintenance Scope of Work (Attachment B).

IV. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the DPW Director Vincent Arriola via John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

V. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Submittal with all the required forms/addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also consist of a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

VI. PROPOSAL SUBMITTAL

The Proposal shall be submitted in a sealed envelope or box that is clearly marked **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG"** and must include one (1) original with all the required forms listed in Section XXXI- RFP ATTACHMENTS AND LEGAL REQUIREMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed individual Term Sheet and an individual Price Proposal.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11 inch format with font no less than 12-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, background, qualifications, and expertise of the Proposer. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-
This should be an overview of the entire RFP Packet with a description of the general approach and/ or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP

Section 2: Table of Contents. Include a clear identification of the written material by section and by page number

Section 3: Cover Letter (max. 1 page)
Each proposal shall include a cover letter signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name, phone number and email address of the Proposer's contact person relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) Must also indicate whether operating as an individual proprietorship, partnership, corporation, or joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/relevant public laws.***

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the overall project coordinator/manager. The manager candidate may be subject to DPW approval.

c) Organizational Charts for Proposer. This shall include two (2) charts: 1. A chart of all corporate entities on the Proposers team, and 2. A chart of all key personnel, with their titles and specific task assignments for the Project.

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. 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) Description of Proposer's technical competence and Proposer's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Approach and Capacity of Proposer

Detailed description of the Proposer's plan, methods, and ability for carrying out the Project, including:

Construction and Insurance/Capital Maintenance

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

d) How the Proposer plans to ensure the project remains within the budgetary ceilings and budgetary parameters set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

e) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project. **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 that will streamline mobilization, expedite demolition and accelerate project completion.

g) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design,

construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies that will help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.

h) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

i) How the Proposer 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 bring the facility back online quickly 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 and 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 coverages.

o) Copy of Contractors License

p) Provide name and license of Proposer's Architectural/Engineering Design Team

q) Provide all required attachments listed in this RFP in an appendix not counted toward the forty (40) pages.

Financing

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

r) Proposer's proposed structure in detail, as well as provisions for extension of maturity, or roll-over, or any other hypothetical scenario.

s) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

t) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely manner. 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.

u) Please include your firm's three (3) years latest audited financials.

v) Please describe any other terms and conditions required by your firm, regarding this financing.

w) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

x) 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.

y) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide details on the pre-payment arrangement scenario.

Section 6- Experience on Similar Projects

Description of the Proposer's experience with respect to the area of building public schools or similar construction in size, price, and scope. Specially, please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide any examples of its experience in a municipal leaseback project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Include a discussion of 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 a contact name, telephone number and email address for the Owner.

ix. Discussion of claims, demands, and or litigation arising from the project and involving the Proposer, and the resolution of the same.

x. List projects that the Proposer has successfully completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the complexity of the project; and the needs of the clients, minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all suits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/or litigation state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

Proposer must hold a Contractors License, which is current, valid and in good standing with the Guam Contractor's Licensing Board. Include a copy of your Contractor license and statement on whether license has been revoked or suspended in the last five (5) years.

If any of the following have occurred, please describe in detail the circumstances of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the needed services. Accordingly, Proposer may describe mitigating factors as a part of description of any of the above.

VIII. TERMS OF PAYMENT

a) The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

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

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

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

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds along with 2) the Notice of Award. The contractor must submit a separate invoice for the Demolition and Clearing, which will be paid 30 days after receipt of invoice.

IX. AVAILABILITY

This Request for Proposals ("RFP") may be picked up at the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Work, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., beginning March 28, 2025. Upon obtaining this RFP, prospective Proposers must sign in in the 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 a representative of the Proposer in-person and 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 Director of Public Works as the procurement officer via John Calanayan john.calanayan@dpw.guam.gov on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

XIII. EXPLANATION TO 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 named contact individual at DPW. Questions about any part of this RFP shall be communicated in writing to the Department of Public Works for interpretation before the deadline. Proposers should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all 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,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

XIX. EQUAL OPPORTUNITY

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

(b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration

for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals will be prepared. Proposals and modifications will be shown only to government personnel having a legitimate interest in them. The Register of Proposals will be opened to public inspection only after award.

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive" (*see RFP Attachment 8*). Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXII. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer has met the standards of responsibility, 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:

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) Reject any or all proposals received in response to this RFP in the best interests of DPW or the Government of Guam as provided in the Guam Procurement Regulations;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVI. NON-DISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), 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. 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.

XXXI. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

(2) **Financing Scope of Work** (*reference RFP ATTACHMENT A*).

(3) **Design| Construction & Insurance| Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B and USB Drive).*

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

(5) **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.*

(6) **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.*

(7) **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.*

(8) **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.*

(9) DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION *(reference: RFP ATTACHMENT 6).*

(10) ACKNOWLEDGEMENT OF RECEIPT FORM *(reference: RFP ATTACHMENT 7).*

(11) DPW CHECKLIST OF RESPOSIVENESS *(reference: RFP ATTACHMENT 8).*

(12) PRICE PROPOSAL FORM *(reference: RFP ATTACHMENT 9).*

XXXII. OPENING OF PROPOSALS

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

XXXIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by "***The Ma Kahat Act of 2013***" **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee

Evaluation Process

1. Due to the complexity and diversity of the scope of services required in this RFP (finance, demolition, design, build, lease/leaseback, insurance and capital maintenance), DPW intends to convene the Evaluation Committee with subject matter experts (SMEs), to provide technical clarifications in specific areas. SMEs will not participate in scoring but may provide input to assist the committee in its evaluation.

2. Each member of the Evaluation Committee will evaluate each proposal based on the *qualifications* outlined in Section XXXIV. Evaluation, Rating and Selection Table. The sealed Term Sheet and Price Proposal will *not* be used as the basis of the evaluation.

3. Each member of the Evaluation Committee will evaluate each proposal and rank each proposal based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest).

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer must appear in person. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. Proposers will be notified of the location of the interviews at a future date.

5. Tie Breaker Procedure: If two (2) or more Proposers ranks are determined to be equal, the Chairperson will evaluate the proposals to break the tie.

6. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference and submit it to the DPW Director and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

7. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

8. The Government will enter negotiations with the best qualified Proposer, at which time their sealed individual Term Sheet and individual Price Proposal will be opened for negotiation.

XXXIV. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any Proposers.

XXXV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	15	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	25	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project	25	

outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*		
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

XXXVI. INDIVIDUAL EVALUATION FORM

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

XXXVII. SUMMARY EVALUATION FORM

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

XXXVIII. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

The Term Sheet and Price Proposal will be unsealed from the Highest Ranked Proposer prior to Negotiations and must be within the budgetary ceiling outlined within the "MA KAHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XXXIX. NEGOTIATION AND AWARD OF CONTRACT

DPW, GEDA, and GDOE will negotiate a final contract with the best-qualified Proposer for the required services to ensure that the final contract meets the government's project objectives, financial interest and is consistent with the budgetary parameters outlined in Guam public law.

Contract negotiations will be directed toward:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. DEFINITIONS

1. **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; 3) Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.

2. **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.

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

4. **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.

5. **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.

6. **Makahat Act of 2013** shall mean Chapter 58D of Title 5, Guam Code Annotated.

7. **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.

8. **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.

9. **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.

10. **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form

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

12. **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.

13. **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.

14. **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.

15. **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling and controlling large complex projects.

16. **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

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FINANCING SCOPE OF WORK

ATTACHMENT A

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FINANCING SCOPE OF WORK

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

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation.

To minimize the cost to the Government of Guam, financing utilized by the successful proposer to fund the design, demolition, construction and FF&E services for the new Simon Sanchez High School ***shall*** be through tax-exempt obligations, or other financial instruments issued in conjunction with the Guam Economic Development Authority (GEDA). The successful Proposer and GEDA may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan.*

The purpose for this Section is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam in financing the design, demolition, construction and FF&E services of the new Simon Sanchez High School, amortized through the lease/lease-back payments from the Government of Guam to the successful Proposer, will be lower than regular commercial rates.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance as negotiated. Proposer must obtain all required property, liability and workmen's compensation insurance. The successful proposer shall provide a ***separate*** **cost** for the annual Insurance, Maintenance and Capital Maintenance of the new Simon Sanchez High School.

FINANCIAL DESCRIPTION

Leaseback agreement.

The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this RFP for use as an educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "*Ma Kåhat* Act of 2013" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

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

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

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

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High

School financing shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The Proposer may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*.

Supplemental Information

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

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

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

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

(end)

DESIGN | CONSTRUCTION
AND
INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

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(Attachments B-1 through B-18 are made available in electronic format by DPW):

Attachment B-1: Topographic Survey
Attachment B-2: Biological Assessment
Attachment B-3: Archaeology Report
Attachment B-4: Geotechnical Report
Attachment B-5: Programming Document Drawing Index Scope
Attachment B-6: Hazardous Material Demolition
Attachment B-7: Programming Document Drawings
Attachment B-8: Programming Document Specifications
Attachment B-9: AV Systems
Attachment B-10: Theater Systems
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Attachment B-12: FF&E
Attachment B-13: Acoustical Design Criteria
Attachment B-14: SSHS Finishes Document
Attachment B-15: Civil, Structural, Mechanical, Fire Protection, Electrical, and Telecom Narratives
Attachment B-16: CAHA Requirements
Attachment B-17: DPW Construction Management (CM) Requirements

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A. Project Timeframe: 730 days for construction and full occupancy.

B. General Design Requirements

1. Provide the Final A/E Construction Documents for the project and all permits/clearances for construction and occupancy.

   The design documents prepared by TRMA and its consultants are not final construction documents. These serve solely as a preliminary basis for the developer, the developer's contractor, and A/E Designers of Record who are responsible for preparing the final construction documents for building regulations compliance, final programming requirements, financing, constructability, maintenance, and final price determination.

2. The Developer is responsible for procurement and installation of Furniture, Fixtures, and Equipment (FF&E).

3. Facilitate GDOE Review of the Developer's A/E Final Construction Documents at 60% Design Development and Final Design stages. These include GDOE Commissioning Design Review.

4. Disregard references to alternate bid items in the programming documents. The total cost must be for the financing, construction, and maintenance of the entire project scope and itemized as required in Part D.

5. Provide biological conservation measures prior to use of the site for clearing & grading or demolition. Refer to Part F1.

6. Provide geotechnical investigation work required for the Final Construction Documents.

7. Expedite demolition, clearing & grading, geotechnical, and building permit applications. Design work for the Final Construction Documents may be structured to allow for demolition, geotechnical work, clearing, and grading permit applications prior to Final Construction Document completion.

8. Expedite design work needed for construction procurement of long-lead materials, building systems, and FF&E.

C. General Construction Requirements

1. Ensure that all construction phase requirements are met.

2. Provide all required insurance.

3. Coordinate with GDOE, SSHS, and FBLG:
   - Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
   - Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
   - Provide 3-weeks notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.

5. Obtain Demolition, Clearing & Grading, and Building Permits

6. Expedite procurement of long-lead materials, building systems, and FF&E.

7. Provide Temporary Utilities

8. Provide Engineering Special Inspections

9. Obtain Occupancy Permit

10. Comply with GDOE Commissioning Requirements

11. Provide and Install FF&E

12. Facilitate Sanitary Permit Application and Inspections with GDOE

13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

D. Project Scope

1. The project scope consists of:
   a. General Requirements for Design and Construction
   b. Financing
   c. Insurance, Capital Maintenance and Custodial Plan
   d. Site Development & Sports Facilities

e. Administration Building, Main Entrance, Covered Walkways, and Courtyard
f. A-wing Classroom Building
g. Gymnasium Building
h. B-wing Classroom Building
i. Cafeteria
j. JROTC Classroom Building and Multipurpose Space
k. C-wing Classroom Building
l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
m. Photovoltaic System
n. Rainwater Catchment System
o. Landscaping Plants, Irrigation, and Site Furnishing
p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

E. School Population

1. 2,000 students
2. Teachers and staff, 150 total
3. Buses, 22 total
4. Student & Guest Parking, 204 total
5. The programming document design is based on a 1,700-student population. The Final Construction Documents must comply with all requirements for a 2,000-student population except:
    a. No additional classroom spaces are required.
    b. No additional cafeteria seating is required.
    c. No additional gymnasium bleacher seating is required.
    d. No additional space is required for the library.
    e. No additional office space is required.
    f. No additional sports field spectator seating is required.
    g. No additional storage space is required.
    h. No additional courtyard seating is required.
    i. No additional employee and student parking is required.

F. Design Requirements:

1. Biological Conservation Measures

a. Provide Biological conservation measures prior to any work onsite.
b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.
c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
e. Establish the new habitat prior to translocation of endangered species.
f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition
    a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
    b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
    c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
    d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop
    a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
    b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking
    a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.

b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.
c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.
d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path
    a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.

6. Credit Recovery Building
    a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
    a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.

8. Drill Pad
    a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.

9. Courtyard Space and Main Entrance
    a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
    b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
    c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
    d. Provide four flag poles adjacent to the Main Entrance.
    e. Provide monument signage adjacent to the Main Entrance.
    f. Provide a covered walkway from the car rider drop-off area to the main office entrance.

g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.
h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.
i. Provide convenience walkways through the courtyard space and uncovered seating.
j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.
k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.
m. Provide a stage for assembly events in the courtyard.
n. Do not place student lockers along the courtyard.
o. Provide student planting areas.
p. Provide trellis-covered outdoor learning areas.
q. Provide convenience outlets throughout the courtyard covered seating areas.
r. Provide maintenance hose bibs throughout courtyard space.
s. Civil Design requirements…
t. Landscaping requirements…
u. Electrical requirements…
v. Telecom requirements…

10. Sports Facilities
    a. Provide a combined football/soccer field with a perimeter 8-lane running track, press box, restrooms, storage, and fixed spectator seating.
    b. Provide an outdoor scoreboard that can be viewed from the press box and spectator seating.
    c. Provide track and field provisions for long jump, triple jump, shot put, discus, and javelin throw.
    d. Provide alternating lane colors for the running track.
    e. Provide a 4-ft fence with access gates along the track perimeter to protect the track from excessive pedestrian traffic.
    f. Provide a separate practice field near the football/soccer field.
    g. Provide 4 tennis courts with spectator seating.
    h. Provide a multipurpose baseball/softball/soccer field that will be shared by SSHS and FBLG schools.
    i. Provide fixed spectator seating, backstops, and dugouts for the multipurpose baseball and softball fields.

j. Provide portable bleachers for the multipurpose soccer field.
k. Provide field lighting.

11. General Requirements for Building Design
    a. Do not exceed a second-floor level.
    b. Provide Access-controlled entry with egress override at exterior building doors.
    c. Provide ADA door operator controls at primary building entrances.
    d. Provide a minimum of 2 passenger elevators and 1 service elevator for 2nd floor access.
    e. Provide Security Surveillance and Alarm systems.
    f. Provide seismic separation as established in the programming document design.
    g. Provide roof access and fall protection.
    h. Provide gravel maintenance strips at perimeter of buildings.
    i. Comply with Guam Zoning Code; International Building Code 2009; Guam Tropical Energy Code; ADA/ANSI A117.1-2003; Department of Public Health and Social Services requirements for school facilities; National Federation of High Schools standards for sports facilities.
    j. Refer to Part I and J requirements.

12. Corridors
    a. Minimize hiding spots in corridors.
    b. Locate general student lockers in classroom building corridors.
    c. Provide Access Control for exterior doors

13. Artwork
    a. Provide Local Artist murals/artwork at building entrances and at the fence structure along the east side of the campus adjacent to the community walking path. Refer to Attachment B-16 for CAHA requirements.

14. Room Requirements
    a. Provide the rooms specified in the room requirements and adjust accordingly for the student population requirements. Refer to Part J.

15. Room Adjacencies
    a. Maintain the general room adjacencies established in the programming document design; design development may modify adjacencies subject to GDOE approval.

16. Campus Wing Configurations

a. Maintain the desired A-wing, B-wing, and C-wing general grouping of spaces established in the programming document design; design development may modify campus wing configurations subject to GDOE approval.

17. Room Area and Dimensions
    a. Maintain minimum room areas and dimensions established in the programming document design; design development may modify room area and dimensions subject to GDOE approval.

18. Building Systems Requirements
    a. Refer to Part I.

19. Access Control Requirements
    a. Refer to Part I.

20. Provide a concrete floor structure for Dance Band/Choir Classrooms if these are located on the second-floor level.

G. Design Development Requirements for Final Construction Documents:

1. Modification of the Programming Document Design is acceptable for:
    a. Site Layout and Courtyard Configuration
    b. Room Configuration & Placement
    c. Building Shell Design
    d. Building Systems Design
    e. FF&E

2. Modifications must comply with the Programming Document Design intent and are subject to GDOE approval.

H. Site Development Requirements

1. Civil – Refer to Attachment B-15
2. Landscaping – Refer to Attachment B-15
3. Site Fire Protection – Refer to Attachment B-15
4. Site Electrical & Telecom – Refer to Attachment B-15

I. Building Shell & Systems Requirements

1. Architectural
    a. Exterior Sidewalks

1) Provide sealer and broom finish concrete for Exterior Sidewalks with pattern as identified in the programming document design.

b. Slab on Grade
   1) Provide termite treatment.
   2) Provide continuous vapor barrier at building perimeter foundations and slab on grade for interior spaces.
   3) Provide floor mats with drains at building entrances.
   4) Provide ADA-compliant floor transitions and maintain required tolerances for floor finishes.

c. Exterior Walls & Columns
   1) Provide plaster and paint finish for concrete walls and columns.
   2) Provide reveal and paint patterns per the programming document design.
   3) Provide beveled edges and corners.
   4) Flash and seal wall penetrations.
   5) Provide eyebrows/overhangs for exterior windows and doors.
   6) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
   7) Provide aluminum or stainless steel wall coping.
   8) Provide aluminum or stainless steel roof drain cladding.

d. Suspended Slabs & Roofs
   1) Provide gutters and downspouts for balcony walkways and roofs.
   2) Provide roof drains with covers.
   3) Provide scuppers for drainage and overflow.
   4) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
   5) Provide floor mats with drains at building entrances.
   6) Provide integrated rain drips at the bottom face of the exposed structure for balcony walkways and roofs.
   7) Provide sealer and broom finish for balcony walkways.
   8) Provide monolithic concrete connection of roof slab to parapet wall.
   9) Provide control joints at roofs to mitigate roof cracks.
   10) Provide continuous roof coating with flexible flashing at control joints, wall-roof transitions, penetrations, and elevation changes.
   11) Provide fireproofing for exposed steel structure where fire rating is required.
   12) Provide thermal insulation under the roofs of interior spaces.
   13) Provide acoustic insulation for the Dance, Choir, and Band rooms located on the second floor above other rooms.

e. Exterior Doors & Windows
   1) Comply with wind loading requirements and standard testing requirements.
   2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
   3) Provide aluminum storefront windows.
   4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
   5) Provide operable windows with screens at classrooms and offices
   6) Provide air curtains at designated doors.
   7) Provide ADA door operator systems at primary entrance doors.
   8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
   9) Provide aluminum accordion shutters for storefront doors and windows.
   10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
   11) Provide tinted safety glass for doors and windows.
   12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
   1) Provide secure roof access stairs.
   2) Provide secure roof access ladders with fall protection.
   3) Provide parapet walls or guardrails for roofs.
   4) Provide fall protection system anchors where no parapet walls or guardrails are provided.
   5) Provide aluminum guardrails with handrails at stairways.
   6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
   1) Provide plaster and paint finish for exposed concrete walls and columns.
   2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
   3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
   4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.

5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
6) Provide paint patterns per the programming document design.
7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
8) Comply with room requirements for interior walls and FF&E.

h. Interior Floor Finishes
1) Provide VCT flooring for interior spaces except where otherwise required.
2) Provide Rubber tile flooring for the Cafeteria dining area,
3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
5) Provide porcelain ceramic wall and floor finish at restrooms.
6) Provide quarry tile floor finish at Kitchen areas.
7) Comply with room requirements for finishes.

i. Ceilings
1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
3) Provide water-resistant gypsum board for soffits and roof furring.
4) Provide ceiling access panels for maintenance requirements.
5) Provide acoustic ceiling elements per room requirements.
6) Provide seismic bracing for ceilings and soffits.
7) Comply with room requirements for ceiling height.

j. Interior Doors & Windows
1) Provide full lite doors at corridors.
2) Provide flush wood doors with vision panels at classroom/prep room entrance and storage doors.
3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
4) Provide clear safety glass for doors and windows.
5) Provide exit devices per egress requirements.
6) Provide window blinds except at clearstory windows
7) Provide acoustic windows and doors per room requirements.

k. Toilet Partitions & Accessories
   1) Provide phenolic toilet partitions.
   2) Provide shower partitions and curtains to separate each individual shower.
   3) Provide toilet accessories for restrooms.

l. Casework
   1) Provide ¾-inch plywood with hardwood edges, wood veneer, and plastic laminate finish casework with adjustable shelving.
   2) Provide epoxy resin countertops on ¾-inch plywood with backsplash at science and art classrooms.
   3) Provide solid surface countertop on ¾-inch plywood with backsplash at sink counters.
   4) Provide power, water, and LP gas connections and fixtures for science tables.
   5) Match casework base with wall base.
   6) Provide pipe insulation for exposed piping at accessible sinks and lavatories.

m. Signage
   1) Provide Exterior Building Signage designating each wing/building and visible from the emergency access road.
   2) Provide Exterior Signage for each wing/building visible from the courtyard.
   3) Provide Exterior Signage for each wing/building at each building entrance.
   4) Provide room signage indicating room number and name; include Braille.
   5) Provide directional signage for exits, restrooms, main office, cafeteria, gymnasium, band, choir, dance, and library.

n. Miscellaneous

2. Structural Requirements – Refer to Attachment B-15

3. Mechanical & Fire Protection Requirements – Refer to Attachment B-15

4. Electrical Power & Lighting – Refer to Attachment B-15
   - Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.

5. Telecommunications – Refer to Attachment B-15

- Provide a combined Public Address and Intercom system throughout the entire school for notifications to the classrooms, offices, corridors, covered walkways, library, multipurpose, cafeteria, auditorium, and gymnasium spaces. Provide intercom controls at each classroom, library, cafeteria office, gymnasium offices, and auditorium office/control room for 2-way communication to the PA control center at the Main Office.

J. Commissioning Requirements
   1. Refer to Attachment B-8 Specifications Section 01910 General Commissioning Requirements

K. Insurance and Capital Maintenance and Custodial Plan Requirements

Insurance

After the winning offeror takes occupancy of the Project, the offeror shall, in accordance with the Insurance and Maintenance Agreement, but solely from amounts available for such purpose in the Insurance and Maintenance Fund, at all times maintain or cause to be maintained with responsible insurers that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally-recognized rating agencies, all such insurance on the Project (valued as defined below) which is required under the Trust Agreement or is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Offeror shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers in the open market or more insurance than is specifically referred to below.

Subject to the preceding paragraph, the Proposer shall:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during

the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

ii. Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

iii. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.

iv. Maintain or cause to be maintained 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.

DRAFT

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	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			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2 Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including 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 Secrity	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-8

DRAFT

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the 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*]:

Name	**Address**	**% of Interest**

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

Name	**Address**	**Compensation**

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

_____
Signature of one of the following:
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: _____

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: _____

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of 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: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the 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: _____.

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: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of 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) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;

4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

_____
Signature

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

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

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

Construction of Simon Sanchez High School

Name of Prospective Proposer _____

Name of person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____

_____

DRAFT

DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

This checklist will determine if a Proposal is responsive. Proposers are reminded to read the Request for Proposal and to comply with the mandatory requirements listed below. Proposals not in compliance with the mandatory requirements below may be disqualified.

DPW Check-off

( ) **PROPOSAL PACKAGE**

- ☐ Package must be sealed, and the outside clearly marked with the Project Name, Project No. and the name of the Proposer
- ☐ One (1) original and six (6) copies of the Proposal enclosed
- ☐ Two (2) electronic copies of the Proposal on CD or USB portable storage device
- ☐ One (1) separate and sealed individual Term Sheet for financing and a separate individual Price Proposal & Addenda Acknowledgement of Receipt Form (Attachment 9)

( ) **EXECUTIVE SUMMARY (max. 1 page)**

( ) **TABLE OF CONTENTS**

( ) **COVER LETTER (max 1 page)**

- ☐ The name, phone number and email address of the Proposer's contact person relative to the proposal.
- ☐ The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.
- ☐ Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture.
- ☐ A brief statement acknowledging the firm's understanding of the scope of work.
- ☐ A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*THE MA KAHAT ACT OF 2013" and any subsequent/ relevant public laws.***
- ☐ An acknowledgement that all addenda were received (list each addendum number and date in the letter).

( ) **BODY OF THE PROPOSAL**

- ☐ Does not exceed forty (40), excluding front and back covers, Executive Summary, Table of Contents, Cover Letter, tabs, certificates of insurance, detailed scheduled charts, and

required forms. Items that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

- ☐ Single-spaced and pages are numbered consecutively on the bottom
- ☐ Subdivided into the sections identified in **Section 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

ATTACHMENT 9

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 bid form attached hereto exclusive to annual maintenance and insurance cost.

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	$

Annual Insurance and Maintenance

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

_____

(CONTRACTOR)

_____

(BY) *(Name and Signature)*

_____

(TITLE)

_____

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

Gmail

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

(Action Required) RFP Transmittal to AG Keeler for Legal Review

Joseph W Duenas <jduenas@ssfm.com> Fri, Mar 7, 2025 at 11:45 AM
To: "linda.ibanez@dpw.guam.gov" <linda.ibanez@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Linda,

In our meeting with the DPW Director on Wednesday, in his absence, he asked us to transmit the final SSHS RFP to you after today's Simon Sanchez Weekly Progress Meeting, so that you can transmit it to Assistant AG Keeler for his legal review.

In today's Weekly Simon Sanchez High School Progress Meeting with the Evaluation Committee and AG's Office, the following revisions were made to the attached RFP:

1. The Pre-Proposal Conference has been moved from the DPW FHWA Conference Room to the GEDA Conference Room due to concerns about space requirements.
2. After concerns were brought up by GEDA on the Evaluation Criteria and the scoring system, the Evaluation Committee and AGs Office unanimously agreed to make a slight adjustment to the Evaluation Criteria Scoring located in Section XXXV. Evaluation, Rating and Selection Table, page 17:
    a. *Personnel Qualifications and Experience,* which recently had a maximum score of 25 points, was reduced by 5 points to a maximum score of 20 points.
    b. *Capacity of the Proposer*, which previously had a maximum score of 25 points, was increased by 5 points to a maximum score of 30 points.

As discussed with the Director on Wednesday, we recommend that DPW transmit the attached RFP to AG Keeler for legal review today, to ensure we stay on schedule.

Please feel free to call me if you have any questions or concerns.

Thank you!

Joe Duenas

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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250307 SSHS Master RFP DRAFT Rev17.docx
530K

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

(Action Required) RFP Transmittal to AG Keeler for Legal Review

Linda Ibanez <linda.ibanez@dpw.guam.gov> Fri, Mar 7, 2025 at 11:51 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Thank you. Will do!
[Quoted text hidden]

10 MAR 2025

Gmail

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

11 MAR 2025

(Action Required) Simon Sanchez High School DRAFT Press Release

Lester Carlson <lester.carlson@bbmr.guam.gov> Wed, Mar 5, 2025 at 2:16 PM
To: Joseph W Duenas <jduenas@ssfm.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>, Carlos Bordallo <carlos.bordallo@investguam.com>, Tina Garcia <cgarcia@investguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hafa Adai Joe!

Please note that the authorization for this financing and ultimately the annual appropriation comes from monies appropriated by the legislature every year. Its subject to annual appropriation which funds the debt service, insurance and maintenance.

The government of Guam will be responsible for the annual appropriation similar to Tiyan HS and JFK HS, so in reality the developer is really providing a conduit hence JFK's annual funding is labeled Certificates of Participation CAPFA Corp in the budget

The developer will rely on the government of Guam's ability to access the municipal bond market and is ultimately responsible for acquiring the funds and repaying the funds to investors.

In the unlikely situation a developer can finance this on their own then we would likely save the costs associated with going to the bond market but I don't believe that is a possibility.
[Quoted text hidden]

Gmail

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

(Action Required) Simon Sanchez High School DRAFT Press Release

Joseph W Duenas <jduenas@ssfm.com> Wed, Mar 5, 2025 at 1:43 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>, Carlos Bordallo <carlos.bordallo@investguam.com>, Tina Garcia <cgarcia@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director Arriola,

Thank you for meeting today on the updated RFP and the DRAFT press release.

As discussed,

1. I've attached the DRAFT press release here for your final review and transmittal to the Governor's Communications Office for final revisions and distribution.
2. The only items missing are the GEDA responses to the FAQs, which they are working on. I've copied in Carlos Bordallo and Tina Garcia, so they can provide them.

Please let me know if you need anything further on the Simon Sanchez HS press release

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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2 attachments

250305 DPW DRAFT SSHS Press Release Rev4.docx
36K

2502027 SSHS Renderings for Press Release.pdf
20194K

FOR IMMEDIATE RELEASE

DPW ANNOUNCES REQUEST FOR PROPOSAL FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

Upper Tumon, Guam – (Insert Date)

The Department of Public Works (DPW) is pleased to announce the forthcoming issuance of a Request for Proposals (RFP) for the development of the new Simon Sanchez High School. This major project will be delivered through a Public-Private Partnership (P3) utilizing a **Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM)** project delivery method.

Under this procurement model, the selected developer will be responsible for financing the project, executing demolition of structures, designing and constructing the new facilities, and providing long-term capital maintenance over a period not exceeding 30 years.

"This project is not just about constructing a school—it's about building a brighter future for our students, educators, and the entire community," said DPW Director Vince Arriola. "We are calling on experienced developers and contractors to take part in this critical project. We want to get the word out now so that firms can begin assembling their teams and preparing for this opportunity."

For the past several months, DPW has diligently worked with key stakeholders—including the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Attorney General's Office, and industry experts—to refine the RFP. Regular weekly meetings ensure that the final proposal reflects the needs and vision of the school and community.

The new 300,000 square foot Simon Sanchez High School will serve to accommodate 2,000 students and 150 faculty and staff. Key features include:

- State-of-the-art facilities, including modern classrooms, administrative offices, and covered walkways
- Comprehensive site development, with sports facilities, landscaping, and irrigation systems
- Specialty spaces, such as a JROTC building, a multipurpose auditorium, a cafeteria, and an audio-visual and theater system
- Sustainability elements, including a photovoltaic solar energy system and a rainwater catchment system
- A focus on student success, with a dedicated Credit Recovery Building and fully furnished classrooms equipped with the latest technology

DPW anticipates selecting a developer by June 2025, with a targeted 730-day completion timeline from the contract award date. Proposals from firms that can demonstrate the ability to accelerate the construction schedule while maintaining compliance with the project requirements are highly encouraged.

The RFP documents will be available to interested developers starting Friday, March 28, 2025, at the DPW Contract Administration Technical Services Office, CIP Division, Ground Floor, TMC Building. Final dates and submission details will be formally published.

DPW is seeking experienced and innovative firms capable of delivering high-quality, efficient, and cost-effective projects. This is a unique opportunity to be part of a landmark initiative that will be a defining moment in Guam's education infrastructure.

For more information, please refer to the attached **Frequently Asked Questions (FAQs)**.

****

FREQUENTLY ASKED QUESTIONS (FAQs)

Question 1: **How does the procurement differ from a traditional construction RFP?**
Answer: Unlike conventional design-bid-build (DBB), this project follows a Finance, Demolition, Design, Build, Lease/ Leaseback, Insure/ Capital Maintenance (FDDBLM) model. It is a Public Private Partnership (P3) also known as a Leaseback RFP. It calls for multiple services that include finance, demolition, design, build, lease/leaseback, and provide insurance and capital maintenance over a period not to exceed 30 years. The developer selected will have a long-term relationship with the Government of Guam.

Question 2: **Has the Government of Guam ever used this model before?**
Answer: Yes. The Government of Guam has successfully procured and delivered Okkodo High School, Astumbo Middle School, Liguan Elementary School, Adacao Elementary School, and John F. Kennedy High School using this P3/ Leaseback model of procurement.

Questions: 3: **Why is the Government of Guam using this procurement method?**
Answer: This procurement method is required by Public Law 37-22, the Ma Kahat Act of 2013.

Question 4: **How does a P3/ Leaseback work?**
Answer: The developer finances the project and leases the facility back to the Government of Guam for a period not to exceed 30 years. The developer will maintain the school during this period.

Question 5: **What kind of company/ developer are you looking for?**
Answer: The selected firm must demonstrate expertise in financing, design, construction, insurance, and long-term maintenance. Due to the project's scale and complexity, it is in the government's best interest to select a team with proven experience in delivering large-scale educational or similar projects within the accelerated construction timeline.

Question 6. **How long will the developer be given to submit their proposal?**
Answer: The RFP will be available on March 28th, 2025, and proposal submissions are due on May 23, 2025.

Question: **What kind of team members should the Developer have?**
Answer: The development team should comprise:

- A financial partner capable of securing project financing.
- A **licensed general contractor** with experience in large-scale educational or similar projects.
- A **qualified architectural and engineering team** including specialty consultants for acoustic design, audio visual systems, geotechnical investigation,

biological conservation measures, and hazardous materials to ensure compliance with design standards.

- An operations and maintenance (O&M) team to sustain the facility throughout the leaseback period.

Question: **When do you anticipate awarding the RFP?**
Answer: The anticipated target date to select the developer is early summer.

Question: **How will the developer be evaluated?**
Answer: Given the project's complexity, Proposers will be selected and ranked based on qualifications. The Proposer will be required to submit a separate and sealed Term Sheet and Price Proposal, which will be opened for negotiations after the highest ranked Proposer is selected.

Question: **What is the authorized budget for this project?**
Answer: Proposers will be required to submit a separate sealed term sheet and price proposal that is within the budgetary parameters defined in the Public Law 37-22, The Ma Kahat Act of 2013.

Question: **Who will evaluate the Proposal?**
Answer The Evaluation Committee will consist of multiple stakeholders defined by law.

Question: **What is the total building area of the project?**
Answer: The total building area is approximately 300,000 square feet inclusive of covered walkways.

Question: **Is there a pre-existing design for the new school?**
Answer: Although a design was initially developed and near completion, it has been transitioned into a programming document that defines project requirements. The developer will bear full responsibility for design risk, ensuring that the final design meets programming specifications while incorporating innovation to enhance cost efficiency, improve operational performance, and expedite construction.

Question: **What is the intended design approach of the new Simon Sanchez High School?**
Answer The Developer will be required to adhere to the programming document provided in the RFP, which incorporates extensive stakeholder feedback. While the project must meet the predetermined functional and educational requirements, developers and architects are encouraged to introduce innovative design and construction solutions that enhance cost efficiency and accelerate project completion. The final design provided by the Developer will be subject to approval by DPW and GDOE to ensure alignment with long-term operational and maintenance objectives, minimizing risks to the government throughout the leaseback period.

Question: **How much does the government estimate the school will cost?**
Answer: The principal amount of financing authorized cannot exceed the budgetary ceiling and interest rates define by Guam laws related to this project.

Question: **Will the Government of Guam provide Financing**
Answer: **(pending GEDA response)**

Question: **What happens if the Developer cannot provide financing?**
Answer: **(pending GEDA response)**

Question: **How will the old Simon Sanchez High School be used?**

Answer: The current facility will be demolished to make way for the new high school.

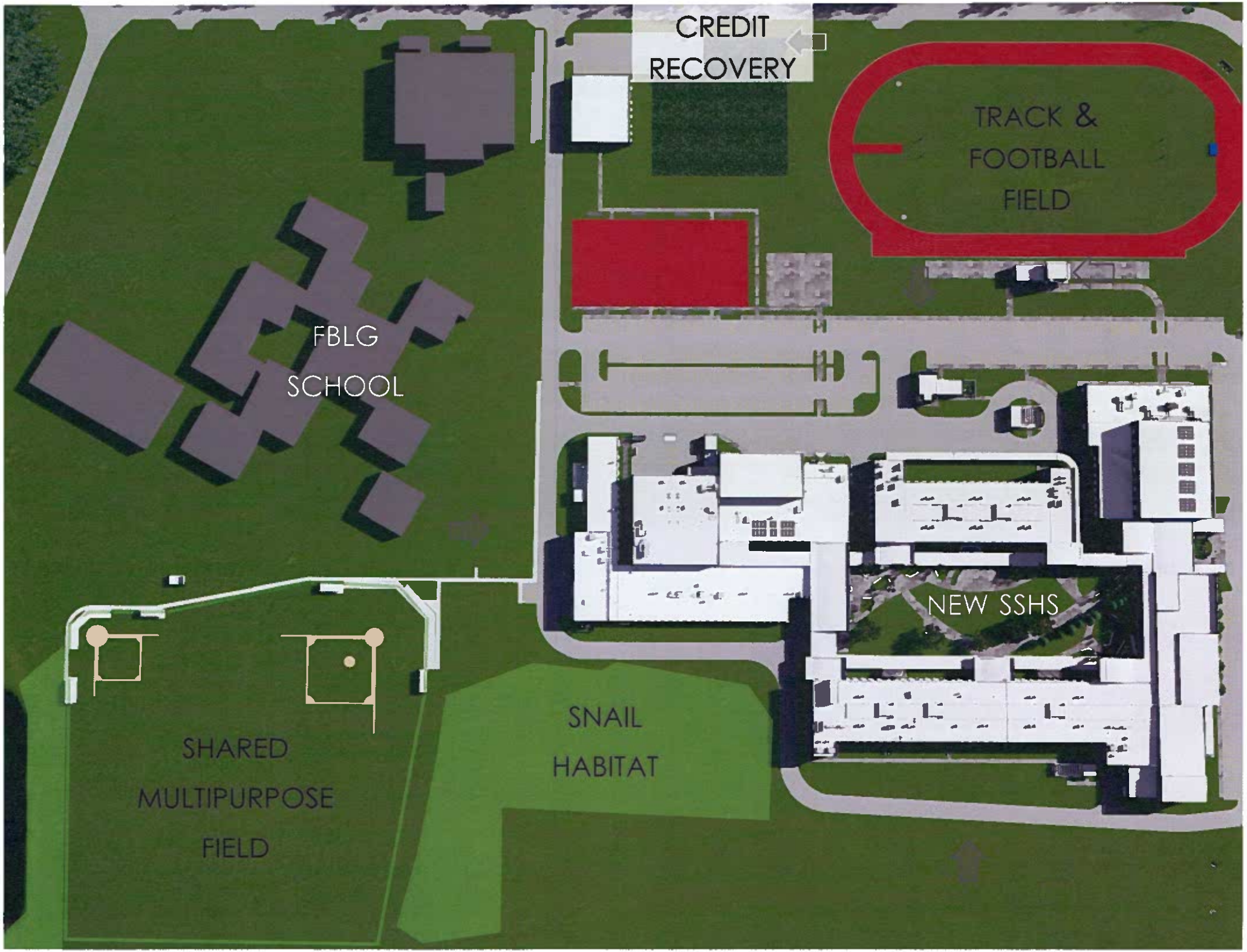
Question: **When can we expect to break ground on construction and have the new Simon Sanchez?**
Answer: Groundbreaking can take place later this year, with substantial completion in Summer of 2027.

Question: **Simon Sanchez High School was supposed to be built years ago. What has changed to ensure the school will be built this time?**
Answer: DPW has worked closely in developing the RFP with stakeholders and industry experts. Stakeholders include the Guam Department of Education (GDOE), the Simon Sanchez High School administration, The Guam Economic Development Authority (GEDA), the Attorney General's Office, and industry experts. Regular weekly meetings ensure that the RFP reflects procurement requirements and the needs and vision of the school and community.

Question: **Will the new Simon Sanchez High School have common-use facilities with FB Leon Guerrero Middle School as it did in the past?**
Answer: The only common use facilities will be shared sports fields.

****

HS


CREDIT
RECOVERY
TRACK &
FOOTBALL
FIELD
FBLG
SCHOOL
NEW SSHS
SNAIL
HABITAT
SHARED
MULTIPURPOSE
FIELD

MAIN
GYMNASIUM
B-WING
CLASSROOMS
CAFETERIA
JROTC
C-WING
CLASSROOMS
COURTYARD
MAIN
OFFICE
A-WING
CLASSROOMS
SNAIL
HABITAT
AUDITORIUM

Construction of New Simon Sanchez High School Weekly Progress Meeting No. 16
AGENDA
March 14, 2025; 10:00 AM to 11:00 AM
GEDA Conference Room, 5th Floor, ITC Building

I. CALL TO ORDER

II. ROLL CALL | ATTENDANCE

III. UNFINISHED BUSINESS

a. Status of GCC FF&E Final Funding Source – GDOE
b. Project RFP Development Milestones Schedule – SSFM
   i. 1st DRAFT of RFP Working Template – End of December (Done)
   ii. 2nd DRAFT of RFP Working Template – Friday January 24th. (Done)
   iii. Submit latest DRAFT RFP to Bond Counsel – February 11th.
   iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW – February 14th / 17th.
   v. DPW/ CM Page by Page Review of RFP – February 19th
   vi. TRMA Presentation of A&E Design/ Construction Scope – Feb 21st
   vii. DRAFT Pre-Marketing Press Release – February 28th
   viii. Evaluation Committee RFP Review #1 – February 28th.
   ix. Complete Press Release and FAQs- Week of March 7th.
   x. Evaluation Committee RFP Review #2 – March 7th
   xi. 90% DRAFT RFP (Transmit to AG Keeler) March 7th
   xii. Finalize and Advertise RFP
   xiii. RFP Issuance/ Availability Friday, March 28, 2025
   xiv. Mandatory Pre - Preproposal Conference & Site Visit – Friday, April 4, 2025
   xv. Last Day for Written Questions/ Clarifications – Friday, April 18, 2025
   xvi. Anticipated Response/ Replies to Questions-Wednesday, April 30, 2025
   xvii. RFP Submittal Due Date – Friday, May 23, 2025, 4pm
   xviii. Evaluation:
      1. Day 1: Convene Evaluation Committee & SMEs – Tue, June 3rd
      2. Day 2: Proposer Presentations & Interviews with Evaluation Committee – Wednesday to Thursday, June 4th – 5th.
   xix. Anticipated Selection Notice- Friday, June 20, 2025
   xx. Negotiations with Highest Ranked Proposer/ Contract - July 7th – July 28th

IV. NEW BUSINESS

a. Contractor H2 Labor Force
b. Evaluation Committee Tour of SSHS
c. Evaluation Committee Participation (Evaluation and Interview)
d. SMEs – Finance (GEDA/ BBMR), Construction (TRMA, SSFM), O&M (SSFM)
e. Upcoming Meetings
   i. Weekly SSFM DPW Director Meeting – Wednesday, 9am
   ii. Weekly SSFM TRMA Meeting – Thursday, 11am
   iii. Weekly SSHS Progress Meeting – Friday, March 21st

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING – Friday, March 21st

VIII. ADJOURN

Construction of New Simon Sanchez High School Weekly Progress Meeting No. 16
AGENDA
March 14, 2025; 10:00 AM to 11:00 AM
GEDA Conference Room, 5th Floor, ITC Building

I. CALL TO ORDER 10:06 am

press release of RFP release 3/14/25
DPW Director GDOE Superintendent (all questions refer to)

II. ROLL CALL | ATTENDANCE
DPW, GDOE, SSFM, TRMA, DLM

III. UNFINISHED BUSINESS

a. Status of GCC FF&E Final Funding Source – GDOE ✓
b. Project RFP Development Milestones Schedule – SSFM

i. 1st DRAFT of RFP Working Template – End of December (Done)
ii. 2nd DRAFT of RFP Working Template – Friday January 24th. (Done)
iii. Submit latest DRAFT RFP to Bond Counsel – February 11th.
iv. 3rd DRAFT of RFP w/ full TRMA Technical SOW – February 14th / 17th.
v. DPW/ CM Page by Page Review of RFP – February 19th
vi. TRMA Presentation of A&E Design/ Construction Scope – Feb 21st
vii. DRAFT Pre-Marketing Press Release – February 28th
viii. Evaluation Committee RFP Review #1 – February 28th.
ix. Complete Press Release and FAQs- Week of March 7th.
x. Evaluation Committee RFP Review #2 – March 7th
xi. 90% DRAFT RFP (Transmit to AG Keeler) March 7th
xii. Finalize and Advertise RFP
xiii. RFP Issuance/ Availability Friday, March 28, 2025
xiv. Mandatory Pre - Preproposal Conference & Site Visit – Friday, April 4, 2025
xv. Last Day for Written Questions/ Clarifications – Friday, April 18, 2025
xvi. Anticipated Response/ Replies to Questions-Wednesday, April 30, 2025
xvii. RFP Submittal Due Date – Friday, May 23, 2025, 4pm
xviii. Evaluation:
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xix. Anticipated Selection Notice- Friday, June 20, 2025
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fwded to Atty Keeler pending comments
March 20 issuance (est.) for Ad

- geda will give DPW issuance list of contractors DPW will be the one to release

- Prepproposal bid and email inquiry attendees for contractors

- 9am preproposal conf. @ Geda

PA system? (DPW)

#legal counsel question wage determination

IV. NEW BUSINESS

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portion 9am @ SSHS utly site visit

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING – Friday, March 21st @ Site (SSHS)

VIII. ADJOURN 10:47am

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GEDA Conference Room, 5th Floor, ITC Building

I. CALL TO ORDER

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V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING – Friday, March 21st

VIII. ADJOURN

3-14-25

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:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

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

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

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

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio,** through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **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 11:00 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 immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS**
Friday, May 23, 2025, 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
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 KÅHAT 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 KÅHAT 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&Epersonnel. 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:

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.

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:

r) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.

s) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

t) 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.

u) Please include your firm's latest audited financials for three (3) years.

v) Please describe any other terms and conditions your firm requires regarding this financing.

w) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

x) 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.

y) 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

a) The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KÅHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

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

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

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

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds, along with 2) the Notice of Award. The contractor must submit a separate invoice for 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 toto 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,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of

Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

XIX. EQUAL OPPORTUNITY

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

(b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals will be prepared. Proposals and modifications will be shown only to government personnel having a legitimate interest in them. The Register of Proposals will be opened to public inspection only after award.

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive" (*see RFP Attachment 8*). Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXII. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer has met the standards of responsibility, 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:

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) Reject any or all proposals received in response to this RFP in the best interests of DPW or the Government of Guam as provided in the Guam Procurement Regulations;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVI. NON-DISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), 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. 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.

XXXI. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

(1) **Financing Scope of Work** *(reference RFP ATTACHMENT A).*

(2) **Design/Construction & Insurance/Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B).*

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

(4) **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) *(reference RFP ATTACHMENT 2).* By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. *See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.*

(5) **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) *(reference RFP ATTACHMENT 3).* The bidder, 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).*

XXXII. OPENING OF PROPOSALS

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

XXXIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee

established by the ***"MA KÅHAT 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.

XXXIV. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any Proposers.

XXXV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**20**	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects	**25**	

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).*		
Performance Issues 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**	

XXXVI. INDIVIDUAL EVALUATION FORM

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

XXXVII. SUMMARY EVALUATION FORM

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

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. DEFINITIONS

1. **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.

2. **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.

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

4. **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.

5. **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.

6. ***MA KÅHAT ACT OF 2013*** shall mean Chapter 58D of Title 5, Guam Code Annotated.

7. **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.

8. **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.

9. **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.

10. **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form

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

12. **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.

13. **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.

14. **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.

15. **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.

16. **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

FINANCING SCOPE OF WORK

ATTACHMENT A

DRAFT

FINANCING SCOPE OF WORK

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

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation.

To minimize the cost to the Government of Guam, financing utilized by the successful proposer to fund the design, demolition, construction and FF&E services for the new Simon Sanchez High School ***shall*** be through tax-exempt obligations, or other financial instruments issued in conjunction with the Guam Economic Development Authority (GEDA). The successful Proposer and GEDA may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan.*

The purpose for this Section is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam in financing the design, demolition, construction and FF&E services of the new Simon Sanchez High School, amortized through the lease/lease-back payments from the Government of Guam to the successful Proposer, will be lower than regular commercial rates.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance as negotiated. Proposer must obtain all required property, liability and workmen's compensation insurance. The successful proposer shall provide a ***separate*** **cost** for the annual Insurance, Maintenance and Capital Maintenance of the new Simon Sanchez High School.

FINANCIAL DESCRIPTION

Leaseback agreement.

The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this RFP for use as an educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "*MA KÅHAT ACT OF 2013*" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

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

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

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

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High

School financing shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The Proposer may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*.

Supplemental Information

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

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

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

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

(end)

DESIGN/CONSTRUCTION
AND
INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

DRAFT

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Attachment B-1: Topographic Survey
Attachment B-2: Biological Assessment
Attachment B-3: Archaeology Report
Attachment B-4: Geotechnical Report
Attachment B-5: Programming Document Drawing Index Scope
Attachment B-6: Hazardous Material Demolition
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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

DRAFT

A. Project Timeframe: 730 days for construction and full occupancy.

B. General Design Requirements

1. Provide the Final A/E Construction Documents for the project and all permits/clearances for construction and occupancy.

   The design documents prepared by TRMA and its consultants are not final construction documents. These serve solely as a preliminary basis for the developer, the developer's contractor, and A/E Designers of Record who are responsible for preparing the final construction documents for building regulations compliance, final programming requirements, financing, constructability, maintenance, and final price determination.

2. The Developer is responsible for procurement and installation of Furniture, Fixtures, and Equipment (FF&E).

3. Facilitate GDOE Review of the Developer's A/E Final Construction Documents at 60% Design Development and Final Design stages. These include GDOE Commissioning Design Review.

4. Disregard references to alternate bid items in the programming documents. The total cost must be for the financing, construction, and maintenance of the entire project scope and itemized as required in Part D.

5. Provide biological conservation measures prior to use of the site for clearing & grading or demolition. Refer to Part F1.

6. Provide geotechnical investigation work required for the Final Construction Documents.

7. Expedite demolition, clearing & grading, geotechnical, and building permit applications. Design work for the Final Construction Documents may be structured to allow for demolition, geotechnical work, clearing, and grading permit applications prior to Final Construction Document completion.

8. Expedite design work needed for construction procurement of long-lead materials, building systems, and FF&E.

C. General Construction Requirements

1. Ensure that all construction phase requirements are met.

2. Provide all required insurance.

3. Coordinate with GDOE, SSHS, and FBLG:
   - Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
   - Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
   - Provide 3-weeks notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.

5. Obtain Demolition, Clearing & Grading, and Building Permits

6. Expedite procurement of long-lead materials, building systems, and FF&E.

7. Provide Temporary Utilities

8. Provide Engineering Special Inspections

9. Obtain Occupancy Permit

10. Comply with GDOE Commissioning Requirements

11. Provide and Install FF&E

12. Facilitate Sanitary Permit Application and Inspections with GDOE

13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

D. Project Scope

1. The project scope consists of:
   a. General Requirements for Design and Construction
   b. Financing
   c. Insurance, Capital Maintenance and Custodial Plan
   d. Site Development & Sports Facilities

e. Administration Building, Main Entrance, Covered Walkways, and Courtyard
f. A-wing Classroom Building
g. Gymnasium Building
h. B-wing Classroom Building
i. Cafeteria
j. JROTC Classroom Building and Multipurpose Space
k. C-wing Classroom Building
l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
m. Photovoltaic System
n. Rainwater Catchment System
o. Landscaping Plants, Irrigation, and Site Furnishing
p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

E. School Population
1. 2,000 students
2. Teachers and staff, 150 total
3. Buses, 22 total
4. Student & Guest Parking, 204 total
5. The programming document design is based on a 1,700-student population. The Final Construction Documents must comply with all requirements for a 2,000-student population except:
   a. No additional classroom spaces are required.
   b. No additional cafeteria seating is required.
   c. No additional gymnasium bleacher seating is required.
   d. No additional space is required for the library.
   e. No additional office space is required.
   f. No additional sports field spectator seating is required.
   g. No additional storage space is required.
   h. No additional courtyard seating is required.
   i. No additional employee and student parking is required.

F. Design Requirements:

1. Biological Conservation Measures
   a. Provide Biological conservation measures prior to any work onsite.

b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.
c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
e. Establish the new habitat prior to translocation of endangered species.
f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition
    a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
    b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
    c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
    d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop
    a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
    b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking
    a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.
    b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.

c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.
d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path
    a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.

6. Credit Recovery Building
    a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
    a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.

8. Drill Pad
    a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.

9. Courtyard Space and Main Entrance
    a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
    b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
    c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
    d. Provide four flag poles adjacent to the Main Entrance.
    e. Provide monument signage adjacent to the Main Entrance.
    f. Provide a covered walkway from the car rider drop-off area to the main office entrance.
    g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.

h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.
i. Provide convenience walkways through the courtyard space and uncovered seating.
j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.
k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.
m. Provide a stage for assembly events in the courtyard.
n. Do not place student lockers along the courtyard.
o. Provide student planting areas.
p. Provide trellis-covered outdoor learning areas.
q. Provide convenience outlets throughout the courtyard covered seating areas.
r. 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 located on the second floor above other rooms.

e. Exterior Doors & Windows
1) Comply with wind loading requirements and standard testing requirements.

2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
3) Provide aluminum storefront windows.
4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
5) Provide operable windows with screens at classrooms and offices
6) Provide air curtains at designated doors.
7) Provide ADA door operator systems at primary entrance doors.
8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
9) Provide aluminum accordion shutters for storefront doors and windows.
10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
11) Provide tinted safety glass for doors and windows.
12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
1) Provide secure roof access stairs.
2) Provide secure roof access ladders with fall protection.
3) Provide parapet walls or guardrails for roofs.
4) Provide fall protection system anchors where no parapet walls or guardrails are provided.
5) Provide aluminum guardrails with handrails at stairways.
6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
1) Provide plaster and paint finish for exposed concrete walls and columns.
2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.
5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
6) Provide paint patterns per the programming document design.

7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
8) Comply with room requirements for interior walls and FF&E.

h. Interior Floor Finishes
1) Provide VCT flooring for interior spaces except where otherwise required.
2) Provide Rubber tile flooring for the Cafeteria dining area,
3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
5) Provide porcelain ceramic wall and floor finish at restrooms.
6) Provide quarry tile floor finish at Kitchen areas.
7) Comply with room requirements for finishes.

i. Ceilings
1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
3) Provide water-resistant gypsum board for soffits and roof furring.
4) Provide ceiling access panels for maintenance requirements.
5) Provide acoustic ceiling elements per room requirements.
6) Provide seismic bracing for ceilings and soffits.
7) Comply with room requirements for ceiling height.

j. Interior Doors & Windows
1) Provide full lite doors at corridors.
2) Provide flush wood doors with vision panels at classroom/prep room entrance and storage doors.
3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
4) Provide clear safety glass for doors and windows.
5) Provide exit devices per egress requirements.
6) Provide window blinds except at clearstory windows
7) Provide acoustic windows and doors per room requirements.

k. Toilet Partitions & Accessories
1) Provide phenolic toilet partitions.

2) Provide shower partitions and curtains to separate each individual shower.
3) Provide toilet accessories for restrooms.
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 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
   - Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
   - Provide a combined Public Address, 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:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

ii. Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility

for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

iii. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.

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

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extigushers	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 Secrity	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-8

DRAFT

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the 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*]:

Name	**Address**	**% of Interest**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	**Address**	**Compensation**
_____	_____	_____

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

_____
Signature of one of the following:
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: _____

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: _____

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of 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: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

ATTACHMENT 4

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: _____.

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: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of 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) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;

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 KÅHAT 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

ATTACHMENT 9

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 bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the *contract* documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	$

Annual Insurance and Maintenance

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

_____

(CONTRACTOR)

_____

(BY) *(Name and Signature)*

_____

(TITLE)

_____

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

DRAFT

Gmail

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

SSHS Press Release distribution to Bond Underwriters

Joseph W Duenas <jduenas@ssfm.com> Mon, Mar 17, 2025 at 10:16 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Tina Garcia <cgarcia@investguam.com>, John San Nicolas <jsannicolas@investguam.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director Arriola,

Per Tina Garcia's email below, at Friday's SSHS Weekly Progress Meeting and at GEDA's recommendation, you had requested that the Governor's Office Press Release be distributed to bond underwriters who may know of or work with developers in school lease financing. This will ensure that we get the news out to as many potential proposers as possible.

I've attached a copy of the Governor's Office press release (pulled from the Pacific Daily News online) along with 2025 Guam Bond Underwriter's List provided by GEDA.

Please let us know who (GEDA, DPW, or SSFM) you would like to send out the press release.

We look forward to your direction on this.

Thanks,

Joe

From: Tina Garcia <cgarcia@investguam.com>
Sent: Monday, March 17, 2025 9:54 AM
To: Joseph W Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Vincent Arriola <vince.arriola@dpw.guam.gov>; John San Nicolas

<jsannicolas@investguam.com>
Subject: SSHS Lease Financing - PR distribution to Bond Underwriters

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

Hafa Adai!

As per our discussion last week Friday, I think it would be important that we send the recent press release to Guam bond underwriters who may know of or work with developers in school lease financing. Please see attached list and confirm that the you will send the press release.

I would recommend you send as BCC's

Senseremente,

Tina Garcia

Public Finance Manager

590 S. Marine Corps. Drive, Suite 511

Tamuning, GUAM 96913

T 671 647 4332

F 671 649 4146

E **tina.garcia@investguam.com**

W investguam.com

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

2 attachments

2025 Underwriter Distro List.docx
148K

250314 GUAM GOVERNOR'S OFFICE P3 SSHS PRESS RELEASE.pdf
317K

Guam Bond Underwriters - 2025

Stephen Fields Managing Director **Raymond James** 10250 Constellation Blvd Ste 1600 Los Angeles CA 90067-6236 213-435-8399 (Voice Only) stephen.field@raymondjames.com	Greg Dawley, Managing Director & Manager **RBC Capital Markets** 555 South Flower Street, Suite 820 Los Angeles, CA 90017 Tel: (213) 362-4126 Fax: (213) 362-4110 Email: greg.dawley@rbccm.com
Mike Carlson, Managing Director **J.P. Morgan** 560 Mission Street 3rd Floor San Francisco, CA 94105 Tel: (415) 315-3948 Fax: (415) 226-0713 Email: michael.a.carlson@jpmorgan.com	John Houlberg, Executive Director **J.P. Morgan** 560 Mission Street 3rd Floor San Francisco, CA 94105 Tel: (415) 315-3948 Fax: (415 226-0713 Email: john.houlberg@jpmorgan.com
Frank Lauterbur, Managing Director **Bank of America, N.A.** 333 South Hope St., Suite 2310, Los Angeles, CA 90071 Tel: (213) 345-9575 Fax: (213) 785-6525 Email: mailto:frank.lauterbur@bofa.com	Craig Dussinger, Director **Bank of America, N.A.** 333 South Hope St., Suite 2310, Los Angeles, CA 90071 Tel: (213) 345-9579 Fax: (213) 785-6529 Email: craig.dussinger@bofa.com
Julie Burger, Managing Director **Wells Fargo Securities** 30 Hudson Yards, 15th Floor New York, NY 10001 Tel: (212) 214-2825 | Cell: (201) 803-0755 Email: julie.burger@wellsfargo.com	Nicholas G. Fluehr, Managing Director **Wells Fargo Securities** **Wells Fargo Securities** 30 Hudson Yards, 15th Floor New York, NY 10001 Tel: (212) 214-6723 Fax: (212) 214-6669 Cel: (917) 370-2480 Email: Nicholas.Fluehr@wellsfargo.com
Anthony C. Hughes, Managing Director **Barclays Capital, Inc.** 4 Embarcadero Center, Suite 2500 San Francisco, CA 94111 Tel: (415) 274-5355 Email: tony.hughes@barclays.com	Sean Keatts, Director **Barclays Capital, Inc.** 701 Fifth Avenue, Suite 4200 Seattle, Washington 98104-7047 Tel: (206) 344-5881 Cell: (646) 491-0943 Fax: (212)520-0817 Email: sean.keatts@barclays.com
Aulii Taitano (formerly Aulii Taitano Limtiaco), Executive Director **Morgan Stanley** Office: +1 415 576-2036 Mobile: +1 415 982-9890 Aulii.Taitano@morganstanley.com	Adam M. Lorbert, CFA Managing Director **Ramirez & Co., Inc.** 61 Broadway, 29th Floor New York, NY 10006 (212) 248-3889 office adam.lorbert@ramirezco.com
James R. (Jamie) Wilson **Guam Education Financing Foundation** 3340 Peachtree Road, NE, Suite 1780	Matt Dugdale Managing Director **Stifel Investment Services, Public Finance**

Updated 3/17/2025 00:28

Guam Bond Underwriters - 2025

Atlanta, Georgia 30326 (770) 538-1803 - Office (404) 285-3843 - Mobile jamie@k12capital.com	15 West South Temple, Suite 1090 Salt Lake City, Utah 84101 (385) 799-7231 - Main (385) 799-7236 - Direct dugdalem@stifel.com
Phil Roberto **CapFA Capital Corp.** roberto.phil@gmail.com	

LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

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

FOR IMMEDIATE RELEASE - March 14, 2025

Governor Announces Request for Proposal (RFP) for New Simon Sanchez High School

Hagåtña, Guam - As reported during Governor Lou Leon Guerrero's Annual State of the Island Address on Wednesday, the Office of the Governor, in partnership with the Department of Public Works (DPW), is pleased to announce the forthcoming issuance of a Request for Proposals (RFP) for the development of the new Simon Sanchez High School (SSHS). This major project will be delivered through a Public-Private Partnership (P3) utilizing a Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) project delivery method. Under this procurement model, the selected developer will be responsible for financing the project, executing demolition of structures, designing and constructing the new facilities, and providing long-term capital maintenance over a period not exceeding 30 years.

"For far too long, the Home of the Sharks has been without a campus of their own. This high school serves one of our island's largest districts, and its prolonged dormancy has not only impacted the students, educators, and the families of Simon Sanchez but also their gracious hosts at John F. Kennedy High School, who have shared their campus under double-session conditions," said Governor Leon Guerrero. "Our administration is the first to make it this far in the process, and we are determined to see it through."

Lieutenant Governor Josh Tenorio added, "This project is more than just about building a school but about restoring equity in education. The double-session arrangement at JFK is not sustainable, and we owe it to both school communities to move this project forward without further delay. We call on innovative firms to respond to this RFP so that we can deliver a high-quality, future-ready campus that our students deserve."

For several months, DPW has diligently worked with key stakeholders—including the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Attorney General's Office, and industry experts—to refine the RFP. Regular weekly meetings ensure that the final proposal reflects the needs and vision of the school and community.

The new 300,000 square foot Simon Sanchez High School will accommodate 2,000 students and 150 faculty and staff. Key features include:

- State-of-the-art facilities, including modern classrooms, administrative offices, and covered walkways
- Comprehensive site development, with sports facilities, landscaping, and irrigation systems

- Specialty spaces, such as a JROTC building, a multipurpose auditorium, a cafeteria, and an audio-visual and theater system
- Sustainability elements, including a photovoltaic solar energy system and a rainwater catchment system
- A focus on student success, with a dedicated Credit Recovery Building and fully furnished classrooms equipped with the latest technology

DPW anticipates selecting a developer by June 2025. The project is targeted for completion within 730 days of the contract award date. Proposals from firms that can demonstrate the ability to accelerate the construction schedule while maintaining compliance with the project requirements are highly encouraged. DPW is seeking experienced and innovative firms capable of delivering high-quality, efficient, and cost-effective projects. This is a unique opportunity to be part of a landmark initiative that will be a defining moment in Guam's education infrastructure.

The RFP documents will be available to interested developers starting Friday, March 28, 2025, at the DPW Contract Administration Technical Services Office, CIP Division, Ground Floor, TMC Building. Final dates and submission details will be formally published.

For more information, refer to the attached Frequently Asked Questions (FAQs).

****

FREQUENTLY ASKED QUESTIONS (FAQs)

Question 1: How does the procurement differ from a traditional construction RFP?
Answer: Unlike conventional design-bid-build (DBB), this project follows a Finance, Demolition, Design, Build, Lease/ Leaseback, Insure/ Capital Maintenance (FDDBLM) model. It is a Public Private Partnership (P3), also known as a Leaseback RFP. It calls for multiple services that include finance, demolition, design, build, lease/leaseback, and provide insurance and capital maintenance over a period not to exceed 30 years. The developer selected will have a long-term relationship with the Government of Guam.

Question 2: Has the Government of Guam ever used this model before?
Answer: Yes. The Government of Guam has successfully procured and delivered Okkodo High School, Astumbo Middle School, Liguan Elementary School, Adacao Elementary School, and John F. Kennedy High School using this P3/ Leaseback model of procurement.

Questions: 3: Why is the Government of Guam using this procurement method?
Answer: This procurement method is required by Public Law 37-22, the Ma Kahat Act of 2013.

Question 4: How does a P3/ Leaseback work?
Answer: The developer finances the project and leases the facility back to the Government of Guam for a period not to exceed 30 years. The developer will maintain the school during this period.

Question 5: **What kind of company/ developer are you looking for?**
Answer: The selected firm must demonstrate expertise in financing, design, construction, insurance, and long-term maintenance. Due to the project's scale and complexity, it is in the government's best interest to select a team with proven experience in delivering large-scale educational or similar projects within the accelerated construction timeline.

Question 6. **How long will the developer be given to submit their proposal?**
Answer: The RFP will be available on March 28th, 2025, and proposal submissions are due on May 23, 2025.

Question: **What kind of team members should the Developer have?**
Answer: The development team should comprise:

- A financial partner capable of securing project financing.
- A licensed general contractor with experience in large-scale educational or similar projects.
- A qualified architectural and engineering team, including specialty consultants for acoustic design, audiovisual systems, geotechnical investigation, biological conservation measures, and hazardous materials to ensure compliance with design standards.
- An operations and maintenance (O&M) team to sustain the facility throughout the leaseback period.

Question: **When do you anticipate awarding the RFP?**
Answer: The anticipated target date to select the developer is early summer.

Question: **How will the developer be evaluated?**
Answer: Given the project's complexity, Proposers will be selected and ranked based on qualifications. The Proposer will be required to submit a separate and sealed Term Sheet and Price Proposal, which will be opened for negotiations after the highest ranked Proposer is selected.

Question: **What is the authorized budget for this project?**
Answer: Proposers will be required to submit a separate sealed term sheet and price proposal that is within the budgetary parameters defined in Public Law 37-22, The Ma Kahat Act of 2013.

Question: **Who will evaluate the Proposal?**
Answer: The Evaluation Committee will consist of multiple stakeholders defined by law.

Question: **What is the total building area of the project?**
Answer: The total building area is approximately 300,000 square feet inclusive of covered walkways.

Question: **Is there a pre-existing design for the new school?**

Answer: Although a design was initially developed and near completion, it has been transitioned into a programming document that defines project requirements. The developer will bear full responsibility for design risk, ensuring that the final design meets programming specifications while incorporating innovation to enhance cost efficiency, improve operational performance, and expedite construction.

Question: What is the intended design approach of the new Simon Sanchez High School?

Answer The Developer will be required to adhere to the programming document provided in the RFP, which incorporates extensive stakeholder feedback. While the project must meet the predetermined functional and educational requirements, developers and architects are encouraged to introduce innovative design and construction solutions that enhance cost efficiency and accelerate project completion. The final design provided by the Developer will be subject to approval by DPW and GDOE to ensure alignment with long-term operational and maintenance objectives, minimizing risks to the government throughout the leaseback period.

Question: How much does the government estimate the school will cost?

Answer: The principal amount of financing authorized cannot exceed the budgetary ceiling and interest rates defined by Guam laws related to this project.

Question: How will the old Simon Sanchez High School be used?

Answer: The current facility will be demolished to make way for the new high school.

Question: When can we expect to break ground on construction and have the new Simon Sanchez?

Answer: Groundbreaking can take place later this year, with substantial completion in the Summer of 2027.

Question: Simon Sanchez High School was supposed to be built years ago. What has changed to ensure the school will be built this time?

Answer: DPW has worked closely in developing the RFP with stakeholders and industry experts. Stakeholders include the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Guam Economic Development Authority (GEDA), the Attorney General's Office, and industry experts. Regular weekly meetings ensure that the RFP reflects procurement requirements and the needs and vision of the school and community.

Question: Will the new Simon Sanchez High School have common-use facilities with FB Leon Guerrero Middle School as it did in the past?

Answer: The only common use facilities will be shared sports fields.

####

21-0471

Gmail

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

FW: Simon Sanchez RFP advertisement draft

Glenn Leon Guerrero <gguerrero@ssfm.com> Mon, Mar 17, 2025 at 10:25 AM
To: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Tina Garcia - GEDA (cgarcia@investguam.com)" <cgarcia@investguam.com>, Tom Keeler <tkeeler@oagguam.org>

Hafa adai Director Arriola and DD Linda,

As mentioned in last Friday's meeting DPW usually publishes an ad for an upcoming solicitation before the issuance. The Simon Sanchez High School RFP is scheduled to be issued Friday, March 28th. Grateful if you could:

a. Approve the attached Draft ad or revise to your satisfaction and
b. Advise when you want us to run the ad?
c. Advise how often you want to run the ad .

Once the ad is approved, we will run the ad in the POST, Guam Contractors Association, GEDA's Underwriters List. We are also looking at publishing the ad in the PDN. Please advise if the proposed distribution list is good and if you require other areas to promote the RFP.

Glenn Guerrero |Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

Tom
- You ok with this?
- I'm good w/ this.
Ron: ASAP this week
Next week ok

17 MAR 2025

gguerrero@ssfm.com| www.ssfm.com

From: Glenn Leon Guerrero
Sent: Thursday, March 13, 2025 2:58 PM
To: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Jeffery Toves <jeffery.toves@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>
Cc: Skyler Suarez <skyler.suarez@dpw.guam.gov>; Erica Taitano <erica.taitano@dpw.guam.gov>
Subject: Simon Sanchez RFP advertisement draft

Hafa Adai Director Vince/ Deputy Director Linda/ John, and JJ,

Attached is a draft of the RFP advertisement for the New Simon Sanchez High School.

There are some questions needed to move this forward:

1. The 15% Proposal Security needs to be addressed. 15% of the $166.6M max project cost is a **$25M Proposal Security.** A significant financial burden. Ed found that DOD requires a 20% Bid Bond with a cap at $3M.

    a. Will we have a similar requirement?

        i. Guam Law allows the Governor or the Chief Procurement Officer to waive, reduce or modify the bond requirements. A determination must accompany this revision. Please advise your direction.

2. SSFM as DPW's agent is planning to publish the ad once approved by your office. Please let us know if SSFM is not approved to publish the advertisement (s). If approved:

    a. When do they want us to run the ad?
    b. How often and frequently do we need run it to comply with public law.
    c. Which publications?
    d. Please provide your SOP on how they run RFP/ IFBs in the paper

Finally, We need to meet with Linda and John before the RFP is issued. Please advise your best time.

Glenn Guerrero |Senior Project Manager

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Tuesday, March 11, 2025 2:38 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Jeffery Toves <jeffery.toves@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>; Skyler Suarez <skyler.suarez@dpw.guam.gov>
Subject: Fwd: IFB adversitment sample

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

Hafa Adai Glen,

See attached is a sample we use for advertisement for an IFB.

Feel free to reach out if you have any questions.

Thank you,

--

Erica Taitano

Management Analyst IV,

Capital Improvement Projects

Department of Public Works

(671) 649-3104

Email: Erica.Taitano@dpw.guam.gov

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

250312 JDuenas SSHS RFP Advertisement Draft .docx
120K

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

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

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

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, LT. Governor of Guam, together with the Guam Department of Education (GDOE) Superintendent K. Erik Swanson through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a Request for Proposals (RFP) for the following:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENT- March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT- April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE- May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

VINCENT P. ARRIOLA
DIRECTOR

This Ad Paid for with Government Funds

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

NEWS:%20Governor%20Announces%20Request%20for%20Proposal%20(RFP)%20for%20New%20Simon%20Sanche:

Tom Keeler <tkeeler@oagguam.org> Tue, Mar 18, 2025 at 9:22 AM
To: Donna Herrero <donna.herrero@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Adifson Namelo <anamelo@oagguam.org>

Press release looks fine. I don't have any changes. Tom

On Fri, Mar 14, 2025 at 2:50 PM Donna Herrero <donna.herrero@dpw.guam.gov> wrote:

Hi Tom,

Following up on this email and your input. Director would like to hear from you soon.

Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

19 MAR 2025

This response is from the first email we sent him last week

On Fri, Mar 14, 2025 at 11:26 AM Donna Herrero <donna.herrero@dpw.guam.gov> wrote:

Good morning Tom,

Please find the attached final press release from Krystal Paco-San Agustin. Director Arriola is requesting your review and input as soon as possible. Please acknowledge receipt of this email and attachment.

Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

---------- Forwarded message ---------
From: **Donna Herrero** <donnaherrero@icloud.com>
Date: Fri, Mar 14, 2025 at 11:21 AM
Subject: NEWS:%20Governor%20Announces%20Request%20for%20Proposal%20(RFP)%20for%20New%20Simon%20Sanchez%20High%20School%20%20.pdf
To: <donna.herrero@dpw.guam.gov>

Sent from my iPhone

Gmail

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

19 MAR 2025

FW: Simon Sanchez RFP advertisement draft

Joseph W Duenas <jduenas@ssfm.com> Tue, Mar 18, 2025 at 8:27 AM
To: Tina Garcia <cgarcia@investguam.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Tom Keeler <tkeeler@oagguam.org>

Hi Tina,

The attached Governor's Press Release is on the PDN, the Governor Office website, and available to the public.

Absent any concerns from the Director, I would say it's okay for you to release to your bond underwriters.

The RFP itself, however, is still being reviewed by legal counsel and not yet in final form.

Let me know if you have any questions/ concerns.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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: Tina Garcia <cgarcia@investguam.com>
Sent: Monday, March 17, 2025 6:08 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Tom Keeler <tkeeler@oagguam.org>
Subject: Re: Simon Sanchez RFP advertisement draft

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

Hafa Adai all!

The Govs office already released the PR last Friday. Please let me know if I can release to my bond underwriters.

Si Yu'os Ma'ase,

Tina Garcia

On Mar 17, 2025, at 10:25 AM, Glenn Leon Guerrero <gguerrero@ssfm.com> wrote:

Hafa adai Director Arriola and DD Linda,

As mentioned in last Friday's meeting DPW usually publishes an ad for an upcoming solicitation before the issuance. The Simon Sanchez High School RFP is scheduled to be issued Friday, March 28th. Grateful if you could:

1. Approve the attached Draft ad or revise to your satisfaction and
2. Advise when you want us to run the ad?

3. Advise how often you want to run the ad .

Once the ad is approved, we will run the ad in the POST, Guam Contractors Association, GEDA's Underwriters List. We are also looking at publishing the ad in the PDN. Please advise if the proposed distribution list is good and if you require other areas to promote the RFP.

Glenn Guerrero |Senior Project Manager

<image001.png>

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T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Glenn Leon Guerrero
Sent: Thursday, March 13, 2025 2:58 PM
To: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Jeffery Toves <jeffery.toves@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>
Cc: Skyler Suarez <skyler.suarez@dpw.guam.gov>; Erica Taitano <erica.taitano@dpw.guam.gov>
Subject: Simon Sanchez RFP advertisement draft

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        1. Guam Law allows the Governor or the Chief Procurement Officer to waive, reduce or modify the bond requirements. A determination must accompany this revision. Please advise your direction.

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    2. How often and frequently do we need run it to comply with public law.

    3. Which publications?

    4. Please provide your SOP on how they run RFP/ IFBs in the paper

[Quoted text hidden]

250314 GUAM GOVERNOR'S OFFICE P3 SSHS PRESS RELEASE.pdf
317K

Gmail

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

Simon Sanchez RFP advertisement draft

Glenn Leon Guerrero <gguerrero@ssfm.com> Tue, Mar 18, 2025 at 7:43 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Good morning John,

Here is the ad recommended for the RFP. I spoke to the Director last night and he wanted the ad to publish end of this week (Thursday ? Mar 20th) and twice next week on Tuesday Mar 25th and Wednesday Mar 27th.

Please note, the director wants to relook at the ad and wants AAG Tom Keeler to weigh in.

Glenn Guerrero |Senior Project Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

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Sent: Monday, March 17, 2025 10:25 AM
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Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Tina Garcia - GEDA (cgarcia@investguam.com) <cgarcia@investguam.com>; Tom

Keeler <tkeeler@oagguam.org>
Subject: FW: Simon Sanchez RFP advertisement draft

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Glenn Guerrero |Senior Project Manager

SSFM International

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From: Glenn Leon Guerrero
Sent: Thursday, March 13, 2025 2:58 PM
To: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Jeffery Toves <jeffery.toves@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>

Cc: Skyler Suarez <skyler.suarez@dpw.guam.gov>; Erica Taitano <erica.taitano@dpw.guam.gov>
Subject: Simon Sanchez RFP advertisement draft

Hafa Adai Director Vince/ Deputy Director Linda/ John, and JJ,

Attached is a draft of the RFP advertisement for the New Simon Sanchez High School.

There are some questions needed to move this forward:

1. The 15% Proposal Security needs to be addressed. 15% of the $166.6M max project cost is a **$25M Proposal Security.** A significant financial burden. Ed found that DOD requires a 20% Bid Bond with a cap at $3M.

    a. Will we have a similar requirement?

        i. Guam Law allows the Governor or the Chief Procurement Officer to waive, reduce or modify the bond requirements. A determination must accompany this revision. Please advise your direction.

2. SSFM as DPW's agent is planning to publish the ad once approved by your office. Please let us know if SSFM is not approved to publish the advertisement (s). If approved:

    a. When do they want us to run the ad?
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    c. Which publications?
    d. Please provide your SOP on how they run RFP/ IFBs in the paper

Finally, We need to meet with Linda and John before the RFP is issued. Please advise your best time.

Glenn Guerrero |Senior Project Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Tuesday, March 11, 2025 2:38 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Jeffery Toves <jeffery.toves@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>; Skyler Suarez <skyler.suarez@dpw.guam.gov>
Subject: Fwd: IFB adversitment sample

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

Hafa Adai Glen,

See attached is a sample we use for advertisement for an IFB.

Feel free to reach out if you have any questions.

Thank you,

--

Erica Taitano

Management Analyst IV,

Capital Improvement Projects

Department of Public Works

(671) 649-3104

Email: Erica.Taitano@dpw.guam.gov

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250312 JDuenas SSHS RFP Advertisement Draft .docx
120K

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

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

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

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, LT. Governor of Guam, together with the Guam Department of Education (GDOE) Superintendent K. Erik Swanson through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a Request for Proposals (RFP) for the following:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENT- March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT- April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE- May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

VINCENT P. ARRIOLA
DIRECTOR

This Ad Paid for with Government Funds

Gmail

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

Simon Sanchez RFP advertisement draft

Tina Garcia <cgarcia@investguam.com> Mon, Mar 17, 2025 at 6:08 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPWSSHSCMTeam@ssfm.onmicrosoft.us, Tom Keeler <tkeeler@oagguam.org>

Hafa Adai all!

The Govs office already released the PR last Friday. Please let me know if I can release to my bond underwriters.

Si Yu'os Ma'ase,
Tina Garcia

On Mar 17, 2025, at 10:25 AM, Glenn Leon Guerrero <gguerrero@ssfm.com> wrote:

Hafa adai Director Arriola and DD Linda,

As mentioned in last Friday's meeting DPW usually publishes an ad for an upcoming solicitation before the issuance. The Simon Sanchez High School RFP is scheduled to be issued Friday, March 28th. Grateful if you could:

a. Approve the attached Draft ad or revise to your satisfaction and
b. Advise when you want us to run the ad?
c. Advise how often you want to run the ad .

Once the ad is approved, we will run the ad in the POST, Guam Contractors Association, GEDA's Underwriters List. We are also looking at publishing the ad in the PDN. Please advise if the proposed distribution list is good and if you require other areas to promote the RFP.

Glenn Guerrero |Senior Project Manager

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Glenn Leon Guerrero
Sent: Thursday, March 13, 2025 2:58 PM
To: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Jeffery Toves <jeffery.toves@dpw.guam.gov>; John Calanayan <john.calanayan@dpw.guam.gov>
Cc: Skyler Suarez <skyler.suarez@dpw.guam.gov>; Erica Taitano <erica.taitano@dpw.guam.gov>
Subject: Simon Sanchez RFP advertisement draft

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    a. Will we have a similar requirement?

        i. Guam Law allows the Governor or the Chief Procurement Officer to waive, reduce or modify the bond requirements. A determination must accompany this revision. Please advise your direction.

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c. Which publications?
d. Please provide your SOP on how they run RFP/ IFBs in the paper

Finally, We need to meet with Linda and John before the RFP is issued. Please advise your best time.

Glenn Guerrero |Senior Project Manager

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]
<250312 JDuenas SSHS RFP Advertisement Draft .docx>

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

Director's Determination to cap the proposal guaranty at $3million

4 messages

Glenn Leon Guerrero <gguerrero@ssfm.com> Wed, Mar 19, 2025 at 10:17 AM
To: Tom Keeler <tkeeler@oagguam.org>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hafa Adai Tom,

Director Arriola has instructed me to send this draft determination on his behalf. Please have a look at the determination and approve or revise as necessary. This will be apart of the procurement record.

Glenn Guerrero | Senior Project Manager

SSFM International

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T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

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250317 PROPOSAL GUARANTY DETERMINATION .docx
116K

Tom Keeler <tkeeler@oagguam.org> Thu, Mar 20, 2025 at 12:20 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>

Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Glenn,
Thanks. The determination is good as drafted.
Please contact me if you have any questions.
Regards,
Tom
Thomas P. Keeler
Assistant Attorney General
Cell: 488-3232

[Quoted text hidden]

Glenn Leon Guerrero <gguerrero@ssfm.com> Thu, Mar 20, 2025 at 3:13 PM
To: Tom Keeler <tkeeler@oagguam.org>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Thank you Tom. I spoke to Valarie San Nicolas and she will have Vince sign the document and send you & I a copy.

Get Outlook for iOS

From: Tom Keeler <tkeeler@oagguam.org>
Sent: Thursday, March 20, 2025 12:20:58 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>
Subject: Re: Director's Determination to cap the proposal guaranty at $3million

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

[Quoted text hidden]

Tom Keeler <tkeeler@oagguam.org> Thu, Mar 20, 2025 at 3:24 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Adifson Namelo <anamelo@oagguam.org>

Glenn,

Thanks.
Tom
[Quoted text hidden]

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

MEMORANDUM TO FILE

March 19, 2025

FROM: Vince P. Arriola, Director, Department of Public Works

SUBJECT: Determination to Cap Proposal Guaranty 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

Background
Pursuant to 5 GCA § 5212, bid security is mandated at 15% of the bid amount for all competitive sealed bidding for the procurement of supplies or services when the total price exceeds $25,000. This serves as a proposal guaranty to ensure the integrity and seriousness of bids submitted for government contracts. However, 5 GCA § 52301 grants the Director of Public Works the authority to revise bond (security) requirements to maintain competitiveness while securing solicitations. This provision ensures that security requirements do not deter industry participation or result in excessive financial burdens on bidders.

Determination
Given the magnitude of this project, currently estimated at $166.6 million, enforcing a strict 15% proposal guaranty would require bidders to provide approximately $23 million in bid security. Such a requirement could:

- Impose excessive financial strain on prospective bidders, compelling them to tie up significant capital for 4-6 weeks.
- Discourage participation from qualified contractors, thereby reducing competitive bidding.
- Risk inflating project costs by limiting bidder pools, effectively pricing the project out of the market.

To align with Department of Defense (DOD) Bid Bond standards and the local industry practice in Guam, I, Vince P. Arriola, as Director of Public Works, hereby determine that the proposal guaranty requirement shall be revised to remain at 15% of the proposal price but shall not exceed a maximum cap of $3 million.

Justification for the Cap
In order to balance financial security for the government while encouraging competitive bidding, a cap on the proposal guaranty is necessary. This adjustment ensures that the security requirement does not

serve as a barrier to participation while still safeguarding the integrity of the procurement process.

- A $3 million cap mitigates the financial burden on bidders while still ensuring adequate security for the government.
- It aligns with DOD procurement standards, which have been widely accepted and implemented for similar large-scale projects.
- It enhances competition, ensuring a broader range of qualified bidders can participate, leading to potentially better pricing and project execution.

This determination is made in the best interest of the government and industry stakeholders, ensuring fairness, competitiveness, and compliance with procurement regulations.

VINCENT P. ARRIOLA
Director

Gmail

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

250226 SSHS Master RFP DRAFT Rev12

21 MAR 2025

Ed Hipolito <ehipolito@ssfm.com> Thu, Mar 20, 2025 at 9:26 AM
To: Tom Keeler <tkeeler@oagguam.org>, Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Attorney Keeler,

Please confirm this is the standard DPW language for the performance and payment bond. I will insert this as a new section before XXX Indemnification.

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.

Regarding the other items:

1. The Section 2 numbering issue has already been fixed, and the entire document is currently undergoing quality control.
2. LD definition will be added to the definition section XLV.

Regards,

Ed Hipolito, PE, TE| Senior Project Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 671.646.7736 | M 671.488. 8325| F 671.300.7738

ehipolito@ssfm.com | www.ssfm.com

From: Tom Keeler <tkeeler@oagguam.org>
Sent: Wednesday, March 19, 2025 5:41 PM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: Re: 250226 SSHS Master RFP DRAFT Rev12

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

Private and Confidential

Folks,

I only have a couple of concerns. First, I assume the error has already been corrected but if not the Sections are not properly written (e.g., Project

Overview Section 1, is incorrectly listed as Section 2).

Liquidated Damages are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. Per group discussions I know that we don't want to use Guam's

Statutory provision. Nonetheless I recommend retaining the option of requiring Liquidated Damages. I don't think a separate provision is needed. Instead, I suggest adding a section to the definitions (Section XLV) as follows:

Liquidated Damages. 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.

Performance Bond. Performance bonds are common in construction and real estate development. The government may require the Successful Proposer to procure performance bonds, in order to guarantee that the value of the work will not be lost in the case of an unforeseen negative event. I believe the bond will usually cost between 1% to 4%. fyi the Miller Act requires Performance Bonds, and other surety bonds, on all Federal Construction Projects in excess of 4100,000. Accordingly, I think the government would be remiss to not include a Performance Bond provision in the Project's contract. I recommend that DPW-CIP insert its standard Performance Bond provision in the RFP. This can be inserted as a new separate provision, possibly located in Sections XX5 and XXX.

In all other respects, the draft RFP is good to go. Please forward this message to others as you deem appropriate.

Please contact me if you have any questions. Thanks.

Regards,

Thomas P. Keeler, Assistant Attorney General

On Wed, Feb 26, 2025 at 10:57 AM Joseph W Duenas <jduenas@ssfm.com> wrote:

Hi Director Arriola,

Attached you will find the latest draft of the RFP for your final review and transmittal to AG Keeler for legal review.

Please note…

1. This is the 12th iteration of the RFP.
2. The RFP incorporates feedback from:

    a. Multiple information sources to include JFK and national P3 RFPs provided by GEDA.
    b. DPW
    c. GEDA
    d. BBMR
    e. TRMA
    f. AG
    g. SSHS Weekly Progress Meetings.
    h. GEDA Bond Counsel Review.
    i. DPW internal page by page review meeting.

If you are good with the RFP, we suggest that you transmit it to Assistant AG Tom Keeler for review. In addition to his typical page by page review, we suggest the following…

1. Ensure it is consistent with Public Law and there are no conflicting laws cited (Note: GEDA Bond Counsel did this, but it would be good if the AG reviews as well).
2. Performance Bond requirements. The RFP is silent on performance bonding. He may want to insert a section on this.
3. Liquidated Damages. The RFP is silent on liquidated damages. Due to the time sensitivity of the construction, he may want to insert meaningful liquidated damages in the RFP.

Please let me know if you have any questions or concerns. We look forward to the AG's final review, so that we can move on to the advertisement of the RFP.

Best regards,

Joe Duenas

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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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

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Gmail

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

250226 SSHS Master RFP DRAFT Rev12

Tom Keeler <tkeeler@oagguam.org> Wed, Mar 19, 2025 at 5:40 PM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

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    c. GEDA
    d. BBMR
    e. TRMA
    f. AG
    g. SSHS Weekly Progress Meetings.
    h. GEDA Bond Counsel Review.
    i. DPW internal page by page review meeting.

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Best regards,

Joe Duenas

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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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

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04-15-3332

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

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

public works
DIPATTAMENTON CHE'CHO' PUPOLEKO
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 11:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 2nd floor of the ITC Building.** A **mandatory site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

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:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: 3/21/25

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: 3-21-25

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

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2 attachments

250322 PDN SSHS PROCUREMENT AD 1.pdf
4123K

250322 GUAM POST SSHS PROCUREMENT AD 1.pdf
513K

Gmail

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

SSHS P3 PROCUREMENT ADVERTISEMENT

1 message

Joseph W Duenas <jduenas@ssfm.com> Mon, Mar 24, 2025 at 8:29 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Donna Herrero <donna.herrero@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Tina Garcia <cgarcia@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>

Team,

For the DPW Procurement File…

- Attached you will find the DPW SSHS RFP advertisement that was published in the Guam Daily Post and the Pacific Daily News this past Saturday (3/22/25).
- Two more advertisements will be run this week in both publications (Guam Daily Post and PDN).
- RFP will be made available for pickup on thumb drives at DPW's CIP Division this Friday (3/24/25).
- We anticipate that the DPW CIP Division will have the Bid/ Propose Register ready for those who pick up the RFP and can assist where needed.
- Unless otherwise directed, we will distribute the advertisement to the Guam Contractors Association, Guam Chamber of Commerce, SAME Guam Post, Guam Contractor's Association, and GEDA, as discussed in the our meeting with DPW last week.

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

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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Need to get your message out there?

Our sales team has new opportunities for you!

In print or online we have you covered at The Guam Daily Post!
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THE GUAM DAILY POST

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

The Honorable
JOSHUA F. TENORIO
Segundo Maga'lahi • Lieutenant Governor

public works

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

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENTS - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE: May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

/s/ VINCENT P. ARRIOLA
Director
This Ad Paid for with Government Funds

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131/3232 • Fax (671)649-6178

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Jobs — Find a new job or career

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Auto — Turn here for your next vehicle

Stuff — Household, Furniture, Pets & Stuff

Super Classified Deals

For all categories except employment and real estate.
Package line limit listed below.

Good: Text only. 3 days in E-edition / 7 days on Classified of our website - line limit (5) lines.	$35.00
Better: Text with border. 5 days in E-edition / 10 days on Classified of our website - line limit (10) lines.	$45.00
Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines.	$60.00

Categories

Animals for Sale: Livestock / Pets . **Automotive:** Cars/Motorcycle/Pickups and SUVs . **Celebrations . Fundraisers . Goods for Sale:** Auto Parts/Baby items/Computers/Electronics/Exercise Equipment/Furniture/Household Goods/Miscellaneous/ Musical Instruments/ Sports and Outdoors Equipment/Tools . **Lost and Found . Heavy Equipment . Repairs and Installation:** Air Conditioning/Appliances/Cellphones/Computers/Electrical/ Electronics/Plumbing/Repair and Installations Services Needed . **Services:** Child and Elderly Care/Educational/Lawn Care or Yardwork/Other Services/Therapeutic Massage/Tutoring/Cleaning Services . **Wanted to Buy . Watercraft:** Boats/Personal Water Craft

Employment Classified Packages

Package line limit listed below.

Good: Text only. 3 days in E-edition / 7 days on Classified of our website - line limit (5) lines.	$99.00
Better: Text with border. 5 days in E-edition / 10 days on Classified of our website - line limit (10) lines.	$114.00
Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines.	$120.00

Categories

Help Wanted Full Time . Help Wanted Part Time

Real Estate Classified Packages

Package line limit listed below.

Good: Text only. 3 days in E-edition / 7 days on Classified of our website - line limit (5) lines.	$81.00
Better: Text with border. 5 days in E-edition / 10 days on Classified of our website - line limit (10) lines.	$96.00
Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines.	$105.00

Categories

Businesses for Sale . For Lease Land . For Rent Commercial . For Rent Residential . For Sale Commercial . For Sale Residential . For Sale Land . Rooms for Rent

Open Rate Liners

All liners are priced per line and include digital.
E-edition only options are not available.

Private Party Open Rate Liner:
**Applies to all Categories except for Employment and Real Estate
$14.45 per line/per day for E-edition and 3 days on Classified of our website
$50.00 5 days on Classified of our website

Employment Open Liners
$16.50 per line/per day for E-edition and 3 days on Classified of our website
$75.00 5 days on Classified of our website

Real Estate Open Liners
$14.70 per line/per day for E-edition and 3 day on Classified of our website
$85.00 5 days on Classified of our website

Optional Adds for Open Liners
- **Bold: $2.00**
- **Border: $7.00**
- **Image: $7.00**

All Classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Pacific Daily News/Pacific Sunday News reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day publication. The Pacific Daily News/Pacific Sunday News shall not be liable for any loss or expenses that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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To place your ads, please:

1. Log onto GuamPDN.com
2. Click on "Place an ad" under the Quick Links on the left blue side bar
3. Click on "Start Creating Your Ad Now"
4. Complete the form and Make Payment

Pacific Daily News

Place an ad in PDN CLASSIFIEDS!

IT WORKS!

Assorted Stuff all kinds of things...

Announcements

BOLT ACTION 243 Cal Ruger with Scope, Ammo & ***SOLD**SOLD**SOLD***

USED Aluminum Shutters, w/Rails, 8 Windows 4x4, 2 Windoes 3x3, 2 Doors ***SOLD**SOLD**SOLD***

IZAKAYA YABUYA

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Position : Waitstaff / Kitchen Staff
- Lunch & Dinner
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APPLY NOW

yabuyaguam@gmail.com

Please send Email if interested and we will give you the detail as well as how to apply.

The Honorable LOURDES A. LEON GUERRERO
Maga'lahen Guåhan • Governor
The Honorable JOSHUA F. TENORIO
Segundo Maga'lahi • Lieutenant Governor

public works
DEPARTAMENTON CHE'CHO' PUPBLIKO

542 North Marine Corps Drive
Tamuning, Guam 96913
Tel. (671) 646-3131/3232
Fax (671) 649-6178

VINCENT P. ARRIOLA, Director
LINDA J. IBAÑEZ, Deputy Director
ERNEST G. CANDOLETA Jr., Deputy Director

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, together with the Guam Department of Education (GDOE) Superintendent K. Erik Swanson through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the Solicitation of a Request for Proposals (RFP) for the following:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENT - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE - May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

VINCENT P. ARRIOLA
DIRECTOR

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The Honorable
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Maga' Hâga · Governor

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

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 **11:00 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 pm 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

Project Name: RFP FOR NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE. DEMOLITION. DESIGN. BUILD. LEASIULEASE.BACK & INSURE/CAPITAL MAINTENANCE {FODBI.M}
Project No.: 730-5-1059-L-YIG

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

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VINCENT P. ARRIOLA
Director

Project Name: RFP FOR NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE. DEMOLITION. DESIGN. BUILD. LEASIULEASE.BACK & INSURE/CAPITAL MAINTENANCE {FODBI.M}
Project No.: 730-5-1059-L-YIG

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

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

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

REQUEST FOR PROPOSAL

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VINCENT P. ARRIOLA
Director

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

032525 GUAM POST AND PDN ADS FOR SSHS PROCUREMENT FILE

2 messages

Joseph W Duenas <jduenas@ssfm.com> Tue, Mar 25, 2025 at 4:22 PM
To: Alvin Bejosa <abejosa@ssfm.com>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Alvin and John,

For the procurement file, attached you find the second ad set (03/25/25) for the new Simon Sanchez High School run in the Guam Daily Post and the Pacific Daily News.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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2 attachments

250325 GUAM POST SSHS PROCUREMENT AD 2.pdf
761K

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

HYUN, BO MI

DBA: BO'S BAR (Takeover)

has applied for a Class: Four(4) General Sale Alcoholic Beverage License said premises being marked as Lot: Lot 5099-7-1 320 Adrian Sanchez St. Unit 104 2Young's Comm Bldg. Tamuning-Tumon-Harmon

LOURDES A. LEON GUERRERO
Honorable Governor
Maga'hâga

JOHN "JQ" QUINATA
Executive Manager

A.B. WON PAT INTERNATIONAL
AIRPORT GUAM

JOSHUA F. TENORIO
Honorable Lt. Governor
Sigundo Maga'låhi

ARTEMIO "RICKY" HERNANDEZ, Ph.D.
Deputy Executive Manager

P.O. Box 8770 Tamuning, GU 96931 • Tel: (671) 646-0300

REQUEST FOR PROPOSALS

SECURITY ACCESS CONTROL SYSTEM (SACS) MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES

RFP No. RFP-001-FY25

Deadline for Receipt of Written Questions (Single Point of Contact)	Proposal Submission Deadline (GIAA Admin Office - 3rd floor)
04/02/2025, 5:00 p.m. (ChST)	04/15/2025, 4:00 p.m. (ChST)

For additional information, contact Ms. Kathrina Bayson, the Single Point of Contact, via email at: **giaarfp125@guamairport.net**

The complete RFP packet and any addenda are available for public inspection at the GIAA Administration Office and for download from GIAA's website at www.guamairport.com. All Prospective offerors must register by submitting to GIAA the Acknowledgement of Receipt Form included as part of this RFP. GIAA shall not be liable for failure to provide notice(s) or addenda to any prospective offeror who does not submit an Acknowledgement of Receipt Form. GIAA reserves the right to reject any and all proposals or offers and to waive any and all informalities, and such rejection or waiver will be in GIAA's best interest.

AD PAID FOR BY: ATURIDAT PUETTON BATKON AIREN ENTENASIONAT GUAHAN

CAMACHO CALVO LAW GROUP LLC
VINCENT C. CAMACHO
vcamacho@camachocalvo.law
356 E. Marine Corps Drive, Suite 201
Hagåtña, Guam 96910
Telephone No. 671.472.6813
Facsimile No. 671.477.4375
Attorneys for Petitioner
JENNIFER BLAS CONCEICAO

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF NICOLASA QUICHOCHO BLAS, Deceased.
PROBATE CASE NO. PR0023-25
NOTICE OF REMOTE HEARING BY ZOOM OR TELEPHONE

NOTICE IS HEREBY GIVEN that a hearing has been set before this Court before the Honorable Judge Dana A. Gutierrez, Superior Court of Guam on:

DATE:	TIME:	PURPOSE OF HEARING
APR 02 2025	9:30 a.m.	Petition for Letters of Administration

REMARKS:
Please see Zoom information below to appear for remote hearing:
You may participate by using a smartphone or computer: go to https://guamcourts-org.zoom.us
Meeting ID: 839 7874 0380 Passcode: 189701
You may also call in for the hearing; you can call into the courtroom at 671-475-3207 at the designated hearing time.

DATED: Hagåtña, GU, February 6, 2025.

CAMACHO CALVO LAW GROUP LLC
/s/ VINCENT C. CAMACHO
Attorneys for Petitioner
JENNIFER BLAS CONCEICAO

You may appear in person at the Courtroom of Judge Dana A. Gutierrez, 120 W. O'Brien Drive, Hagåtña, GU or you may participate via Zoom by logging onto https://guamcourts-org.zoom.us and enter the Meeting ID: 839 7874 0380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior the designated hearing time.

Korando Corporation Equipment for Sale

Make: Okada Crusher
Model: CR24-15
Condition: As-is condition
Sale Price: $35,000.00
For more info, please
email: jo.buenaventura@korandocorp.com

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THE GUAM DAILY POST

GUAM POWER AUTHORITY

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P.O. BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977
Telephone Nos. 671-648-3045/55 or Facsimile 671-648-3165

Francis E. Santos
CCU Chairman

John M. Benavente, P.E.
General Manager

INVITATION FOR BID

This notice is paid for by the GUAM POWER AUTHORITY CIP & REVENUE FUNDS
Public Law 26-12

BID NO.:	DUE DATE:	TIME:	DESCRIPTION:
GPA-032-25	04/09/2025	9:00 A.M.	2RU Rack-Mountable Services (CIP)
GPA-034-25	04/09/2025	2:00 P.M.	Pad Mounted Transformers (Revenue)
GPA-037-25	04/08/2025	9:00 A.M.	Outdoor Mesh Router with Battery (Revenue)
GPA-042-25	04/09/2025	3:00 P.M.	Splice Kit and Terminator Kit (Revenue)
GPA-043-25	04/10/2025	2:00 P.M.	Wire (Revenue)

Bid packages may be picked up at the GPWA Procurement Office, Room 101, 1st. Floor, Gloria B. Nelson Public Services Building, 688 Route 15, Mangilao, Guam 96913. All interested firms should register with our GPA's Procurement Division to be able to participate in the bid. Please call our office at (671) 648-3054 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. Procurement instructions are posted on the Authority's web site at:
https://go.opengovguam.com/tenders/tenders_list - standalone/gpa?tender_status=Available and
https://notices.guam.gov/notices?view=list&keyword=&date_from=&date_to=&type_id=&event_date_from=&event_date_to=&department_id=&division_id=&topic_id=&topic_id%5B%5D=59&topic_id%5B%5D=62&group_id=&deadline=0&show_records=10#notices_start

/s/ John M. Benavente, P.E.
General Manager

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

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

DEPARTMENT OF PUBLIC WORKS
VINCENT P. ARRIOLA, Director
LINDA J. IBAÑEZ, Deputy Director
ERNEST G. CANDOLETA III, Deputy Director

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:

NEW SIMON SANCHEZ HIGH SCHOOL - FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/CAPITAL MAINTENANCE (FDDBLM)
Project No.: 730-5-1059-L-YIG

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENTS - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE- May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

/s/ VINCENT P. ARRIOLA
Director

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The Honorable LOURDES A. LEON GUERRERO
Maga'hågа • Governor
The Honorable JOSHUA F. TENORIO
Segundo Maga'låhi • Lieutenant Governor

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Tamuning, Guam 96913
Tel. (671) 646-3131/3232
Fax (671) 649-6178

VINCENT P. ARRIOLA
Director
LINDA I. IBAÑEZ
Deputy Director
ERNEST G. CANDOLETA Jr.
Deputy Director

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, together with the Guam Department of Education (GDOE) Superintendent K. Erik Swanson through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the Solicitation of a Request for Proposals (RFP) for the following:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENT - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE - May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

VINCENT P. ARRIOLA
DIRECTOR

This Ad Paid for with Government Funds.

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

FOR IMMEDIATE RELEASE

DRAFT

PROGRESS UPDATE: Availability of RFP Documents and Mandatory Pre-Proposal Conference for the New Simon Sanchez High School Development

Upper Tumon, Guam – March 25, 2025 – The Governor's Office with the Department of Public Works (DPW), in collaboration with the Guam Department of Education (GDOE), and the Guam Economic Development Authority (GEDA) is pleased to announce the important upcoming milestones in the development of the new Simon Sanchez High School. As part of the ongoing efforts to ensure transparency and engage qualified developers, the following key dates and events are scheduled:

- **Friday, March 28, 2025 – Availability of RFP Documents**
- **April 4, 2025, 9:00 AM- Mandatory Pre-Proposal Conference**
- **April 4, 2025, 2:00 PM- Mandatory Site Visit**

Starting this March 28, 2025, interested developers will be able to access the official Request for Proposals (RFP) documents for the Simon Sanchez High School development. The RFP documents will be available at the DPW Contract Administration Technical Services Office, located on the Ground Floor of the TMC Building.

DPW Director Vince Arriola emphasized, "These upcoming events mark significant steps forward in the project's timeline. The availability of the RFP documents and the Pre-Proposal Conference are key opportunities for developers to better understand the scope and requirements of this critical project. We encourage all interested firms to participate and engage fully in this process."

The Simon Sanchez High School project is a major initiative that will not only transform the island's educational infrastructure but also contribute to local economic growth. The selected developer will be responsible for financing, demolishing existing structures, designing, constructing, and maintaining the new high school facilities.

****

"Let's build a school."

Gmail

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

RE: Mandatory Pre-Proposal Conference & Site Visit April 4, 2025

Glenn Leon Guerrero <gguerrero@ssfm.com> Mon, Mar 24, 2025 at 10:35 AM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>
Cc: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>

Confirmed. SSF will do the documentation for both the conference at GEDA and the site visit at Simon Sanchez.

FYI, we will record and prepare minutes for the pre-proposal conference.

Linda please advise if we need to also record the site visit. If required, please advise "must have in the recordings" .

Glenn Guerrero |Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>
Sent: Monday, March 24, 2025 10:14 AM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: John F. Calanayan <john.calanayan@dpw.guam.gov>
Subject: Mandatory Pre-Proposal Conference & Site Visit April 4, 2025

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

Hi Glenn,

Confirming that SSFM will be handling the recording for the Mandatory Pre-Proposal and site visit on April 4, 2025.

DPW does not have the equipment for this.

Please advise.

Valarie A. San Nicolas-Cruz

Department of Public Works

(671)588-4300

"We can be changed by what happens to us. But I refuse to be reduced by it."

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0125-0513

Gmail

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

250325 SSHS CIP DIVISION FACT SHEEET TALKING POINTS

Joseph W Duenas <jduenas@ssfm.com> Tue, Mar 25, 2025 at 3:42 PM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Linda,

As discussed, attached you will find a DRAFT FACT SHEET that the CIP Division/ DPW Staff can use to field questions regarding the SSHS RFP.

- It re-emphasizes that the sole point of contact is John F. Calanayan and questions should be in writing via email and addressed to him.
- It lays out the key dates in the RFP.
- It also has the same project information and frequently asked questions that were previously released to the public in last week's press release.

Let me know if you have any questions or need any further action from us on this.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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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

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250325 SSHS CIP DIVISION FACT SHEEET TALKING POINTS .docx
128K

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga . Governor

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
Project No. 730-5-1059-L-YIG

DPW CIP PROCUEMENT DIVISION FACT SHEET

SOLE PONT OF CONTACT

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.

-KEY DATES

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 9 AM ~~, 11 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**

PROJECT INFORMATION

The Department of Public Works (DPW) is pleased to announce the forthcoming issuance of a Request for Proposals (RFP) for the development of the new Simon Sanchez High School. This major project will be delivered through a Public-Private Partnership (P3) utilizing a **Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM)** project delivery method.

Under this procurement model, the selected developer will be responsible for financing the project, executing demolition of structures, designing and constructing the new facilities, and providing long-term capital maintenance over a period not exceeding 30 years.

For the past several months, DPW has diligently worked with key stakeholders—including the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Attorney General's Office, and industry experts—to refine the RFP. Regular weekly meetings ensure that the final proposal reflects the needs and vision of the school and community.

The new Simon Sanchez High School will serve to accommodate 2,000 students and 150 faculty and staff. Key features include:

- State-of-the-art facilities, including modern classrooms, administrative offices, and covered walkway
- Comprehensive site development, with sports facilities, landscaping, and irrigation systems
- Specialty spaces, such as a JROTC building, a multipurpose auditorium, a cafeteria, and an audio-visual and theater system
- Sustainability elements, including a photovoltaic solar energy system and a rainwater catchment system
- A focus on student success, with a dedicated Credit Recovery Building and fully furnished classrooms equipped with the latest technology

DPW anticipates selecting a developer by June 2025, with a targeted 730-day completion timeline from the contract award date. Proposals from firms that can demonstrate the ability to accelerate the construction schedule while maintaining compliance with the project requirements are highly encouraged.

The RFP documents will be available to interested developers starting Friday, March 28, 2025, at the DPW Contract Administration Technical Services Office, CIP Division, Ground Floor, TMC Building. Final dates and submission details will be formally published.

DPW is seeking experienced and innovative firms capable of delivering high-quality, efficient, and cost-effective projects. This is a unique opportunity to be part of a landmark initiative that will be a defining moment in Guam's education infrastructure.

****

FREQUENTLY ASKED QUESTIONS (FAQs)

Question 1: **How does the procurement differ from a traditional construction RFP?**
Answer: Unlike conventional design-bid-build (DBB), this project follows a Finance, Demolition, Design, Build, Lease/ Leaseback, Insure/ Capital Maintenance (FDDBLM) model). It is a Public Private Partnership (P3) also known as a Leaseback RFP. It calls for multiple services to which includes finance, demolition, design, build, lease/, and provide insurance and capital maintenance over a period not to exceed 30 years. The developer selected will have a long-term relationship with the Government of Guam.

Question 2: **Has the Government of Guam ever used this model before?**
Answer: Yes. The Government of Guam has successfully procured and delivered Okkodo High School, Astumbo Middle School, Liguan Elementary School, Adacao Elementary School, and John F. Kennedy High School using this P3/ Leaseback model of procurement.

Questions: 3: **Why is the Government of Guam using this procurement method?**
Answer: This procurement method is required by Public Law 37-22, the Ma Kahat Act of 2013.

Question 4: **How does a P3/ Leaseback work?**
Answer: The developer finances the project and leases the facility back to the Government of Guam for a period not to exceed 30 years. The developer will maintain the school during this period.

Question 5: **What kind of company/ developer are you looking for?**
Answer: The selected firm must demonstrate expertise in financing, design, construction, insurance, and long-term maintenance. Due to the project's scale and complexity, it is in the government's best interest to select a team with proven experience in delivering large-scale educational or similar projects within the accelerated construction timeline

Question 6. **How long will the developer be given to submit their proposal?**
Answer: The RFP will be available on March 28th, 2025, and proposal submissions are due on May 23, 2025

Question: **What kind of team members should the Developer have?**
Answer: The development team should comprise:

- A financial partner capable of securing project financing.
- A **licensed general contractor** with experience in large-scale educational or similar projects.
- A **qualified architectural and engineering team** to ensure compliance with design standards.
- An operations and maintenance (O&M) team to sustain the facility throughout the leaseback period.

Question: **When do you anticipate awarding the RFP?**
Answer: The anticipated target date to select the developer is early summer.

Question: **How will the developer be evaluated?**
Answer: Given the project's complexity, Proposers will be selected and ranked based on qualifications. The Proposer will be required to submit a separate and sealed Term Sheet and Price Proposal, which will be opened for negotiations after the highest ranked Proposer is selected.

Question: **What about the price of construction and what if they go over?**
Answer: Proposers will be required to submit a separate sealed term sheet and price proposal that is within the budgetary parameters defined in the Public Law 37-22, The Ma Kahat Act of 2013.

Question: **Who will evaluate the Proposal?**
Answer The Evaluation Committee will consist of multiple stakeholders defined by law.

Question: **What is the intended design approach of the new Simon Sanchez High School?**
Answer The Developer will be required to adhere to the programming document provided in the RFP, which incorporates extensive stakeholder feedback. While the project must meet the predetermined functional and educational requirements, developers and architects are encouraged to introduce innovative design and construction solutions that enhance cost efficiency and accelerate project completion. The final design provided by the Developer will be subject to approval by DPW and GDOE to ensure alignment with long-term operational and maintenance objectives, minimizing risks to the government throughout the leaseback period.

Question: **How much does the government estimate the school will cost?**
Answer: The principal amount of financing authorized cannot exceed the budgetary ceiling and interest rates define by Guam laws related to this project.

Question: **How will the old Simon Sanchez High School be used?**
Answer: The current facility will be demolished to make way for the new high school.

Question: **When can we expect to break ground on construction and have the new Simon Sanchez?**
Answer: Groundbreaking can take place later this year, with substantial completion in Summer of 2027.

Question: **Simon Sanchez High School was supposed to be built years ago. What has changed to ensure the school will be built this time?**
Answer: DPW has worked closely in developing the RFP with stakeholders and industry experts. Stakeholders include the Guam Department of Education (GDOE), the Simon Sanchez High School administration, the Guam Economic Development Authority (GEDA), the Attorney General's Office, and industry experts. Regular weekly meetings ensure that the RFP reflects procurement requirements and the needs and vision of the school and community.

Question: **Will the new Simon Sanchez High School have common-use facilities with FB Leon Guerrero Middle School as it did in the past?**
Answer: The only common use facilities will be shared sports fields.

****

Q.A. 3528

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>
27 MAR 2025

032525 GUAM POST AND PDN ADS FOR SSHS PROCUREMENT FILE

Joseph W Duenas <jduenas@ssfm.com> Tue, Mar 25, 2025 at 4:22 PM
To: Alvin Bejosa <abejosa@ssfm.com>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Alvin and John,

For the procurement file, attached you find the second ad set (03/25/25) for the new Simon Sanchez High School run in the Guam Daily Post and the Pacific Daily News.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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SSFM International
Innovate | Adapt | Sustain

March 31, 2025 SSFM 2024_003.000

TO: Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attention: Mr. Vincent P. Arriola, Director

SUBJECT: RFP for New Simon S High School: Finance, Demolition, Design, build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM)
Project No. 730-5-1059-L-YIG

we transmit herewith the following:

1. 1 set RFP Project No. 730-5-1059-L-YIG [three (3) binders]

remarks:

SSFM INTERNATIONAL, INC.

Glenn Leon Guerrero
Senior Project Manager
email: gguerrero@ssfm.com

2 attachments

250325 GUAM POST SSHS PROCUREMENT AD 2.pdf
761K

250325 PDN SSHS HS PROCUREMENT AD 2.pdf
4204K

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

HYUN, BO MI

DBA: BO'S BAR (Takeover)

has applied for a Class: Four(4) General Sale Alcoholic Beverage License said premises being marked as Lot: Lot 5099-7-1 320 Adrian Sanchez St. Unit 104 2Young's Comm Bldg. Tamuning-Tumon-Harmon

---

LOURDES A. LEON GUERRERO
Honorable Governor
Maga'håga

JOHN "JQ" QUINATA
Executive Manager

A.B. WON PAT International
AIRPORT GUAM
P.O. Box 8770 Tamuning, GU 96931 • Tel (671) 646-0300

JOSHUA F. TENORIO
Honorable Lt. Governor
Sigundo Maga'låhi

ARTEMIO "RICKY" HERNANDEZ, Ph.D.
Deputy Executive Manager

REQUEST FOR PROPOSALS

SECURITY ACCESS CONTROL SYSTEM (SACS) MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES

RFP No. RFP-001-FY25

Deadline for Receipt of Written Questions (Single Point of Contact)	Proposal Submission Deadline (GIAA Admin Office - 3rd floor)
04/02/2025, 5:00 p.m. (ChST)	04/15/2025, 4:00 p.m. (ChST)

For additional information, contact Ms. Kathrina Bayson, the Single Point of Contact, via email at: **giaarfp125@guamairport.net**

The complete RFP packet and any addenda are available for public inspection at the GIAA Administration Office and for download from GIAA's website at www.guamairport.com. All Prospective offerors must register by submitting to GIAA the Acknowledgement of Receipt Form included as part of this RFP. GIAA shall not be liable for failure to provide notice(s) or addenda to any prospective offeror who does not submit an Acknowledgement of Receipt Form. GIAA reserves the right to reject any and all proposals or offers and to waive any and all informalities, and such rejection or waiver will be in GIAA's best interest.

AD PAID FOR BY: ATURIDAT PUETTON BATKON AIREN ENTENASIONAT GUAHAN

CAMACHO CALVO LAW GROUP LLC
VINCENT C. CAMACHO
vcamacho@camachocalvo.law
356 E. Marine Corps Drive, Suite 201
Hagåtña, Guam 96910
Telephone No. 671.472.6813
Facsimile No. 671.477.4375
Attorneys for Petitioner
JENNIFER BLAS CONCEICAO

IN THE SUPERIOR COURT OF GUAM
IN THE MATTER OF THE ESTATE OF NICOLASA QUICHOCHO BLAS, Deceased.
PROBATE CASE NO. PR0023-25
NOTICE OF REMOTE HEARING BY ZOOM OR TELEPHONE

NOTICE IS HEREBY GIVEN that a hearing has been set before this Court before the Honorable Judge Dana A. Gutierrez, Superior Court of Guam on:

DATE:	TIME:	PURPOSE OF HEARING
APR 02 2025	9:30 a.m.	Petition for Letters of Administration

REMARKS:
Please see Zoom information below to appear for remote hearing:
You may participate by using a smartphone or computer: go to https://guamcourts-org.zoom.us
Meeting ID: 839 7874 0380 Passcode: 189701
You may also call in for the hearing; you can call into the courtroom at 671-475-3207 at the designated hearing time.

DATED: Hagåtña, GU, February 6, 2025.

CAMACHO CALVO LAW GROUP LLC
/s/ VINCENT C. CAMACHO
Attorneys for Petitioner
JENNIFER BLAS CONCEICAO

You may appear in person at the Courtroom of Judge Dana A. Gutierrez, 120 W. O'Brien Drive, Hagåtña, GU or you may participate via Zoom by logging onto https://guamcourts-org.zoom.us and enter the Meeting ID: 839 7874 0380 and Passcode: 189701. For technical assistance, please call (671) 475-3207 five (5) minutes prior the designated hearing time.

Korando Corporation Equipment for Sale

Make: Okada Crusher
Model: CR24-15
Condition: As-is condition
Sale Price: $35,000.00
For more info, please
email: jo.buenaventura@korandocorp.com

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THE GUAM DAILY POST

GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O. BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977
Telephone Nos. 671-648-3045/55 or Facsimile 671-648-3165

Francis E. Santos
CCU Chairman

John M. Benavente, P.E.
General Manager

INVITATION FOR BID

This notice is paid for by the GUAM POWER AUTHORITY CIP & REVENUE FUNDS
Public Law 26-12

BID NO.:	DUE DATE:	TIME:	DESCRIPTION:
GPA-032-25	04/09/2025	9:00 A.M.	2RU Rack-Mountable Services (CIP)
GPA-034-25	04/09/2025	2:00 P.M.	Pad Mounted Transformers (Revenue)
GPA-037-25	04/08/2025	9:00 A.M.	Outdoor Mesh Router with Battery (Revenue)
GPA-042-25	04/09/2025	3:00 P.M.	Splice Kit and Terminator Kit (Revenue)
GPA-043-25	04/10/2025	2:00 P.M.	Wire (Revenue)

Bid packages may be picked up at the GPWA Procurement Office, Room 101, 1st. Floor, Gloria B. Nelson Public Services Building, 688 Route 15, Mangilao, Guam 96913. All interested firms should register with our GPA's Procurement Division to be able to participate in the bid. Please call our office at (671) 648-3054 / 3055 to register. Registration is required to ensure that all "Amendments and Special Reminders" are communicated to all bidders throughout the bid process. Procurement instructions are posted on the Authority's web site at:
https://go.opengovguam.com/tenders/tenders_list - standalone/gpa?tender_status=Available and
https://notices.guam.gov/notices?view=list&keyword=&date_from=&date_to=&type_id=&event_date_from=&event_date_to=&department_id=&division_id=&topic_id=&topic_id%5B%5D=59&topic_id%5B%5D=62&group_id=&deadline=0&show_records=10#notices_start

/s/ John M. Benavente, P.E.
General Manager

Open lot for rent.

Advertise you Real Estate properties here in The Guam Daily Post.

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

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

DEPARTMENT OF PUBLIC WORKS
VINCENT P. ARRIOLA, Director
LINDA J. IBAÑEZ, Deputy Director
ERNEST G. CANDOLETA III, Deputy Director

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:

NEW SIMON SANCHEZ HIGH SCHOOL - FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/CAPITAL MAINTENANCE (FDDBLM)
Project No.: 730-5-1059-L-YIG

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents, Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENTS - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE- May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

/s/ VINCENT P. ARRIOLA
Director

This Ad Paid for with Government Funds

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Guampdn.com/Classifieds
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Auto — Turn here for your next vehicle

Stuff — Household, Furniture, Pets & Stuff

Super Classified Deals

For all categories except employment and real estate. Package line limit listed below.

Good: Text only. 3 days in E-edition / 7 days on Classified of our website - line limit (5) lines. — $35.00

Better: Text with border. 5 days in E-edition / 10 days on Classified of our website - line limit (10) lines. — $45.00

Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines. — $60.00

Categories

Animals for Sale: Livestock / Pets . **Automotive:** Cars/Motorcycle/Pickups and SUVs . **Celebrations** . **Fundraisers** . **Goods for Sale:** Auto Parts/Baby items/Computers/Electronics/Exercise Equipment/Furniture/Household Goods/Miscellaneous/ Musical Instruments/ Sports and Outdoors Equipment/Tools . **Lost and Found** . **Heavy Equipment** . **Repairs and Installation:** Air Conditioning/Appliances/Cellphones/Computers/Electrical/ Electronics/Plumbing/Repair and Installations Services Needed . **Services:** Child and Elderly Care/Educational/Lawn Care or Yardwork/Other Services/Therapeutic Massage/Tutoring/Cleaning Services . **Wanted to Buy** . **Watercraft:** Boats/Personal Water Craft

Employment Classified Packages

Package line limit listed below.

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Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines. — $120.00

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Help Wanted Full Time . **Help Wanted Part Time**

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Package line limit listed below.

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Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines. — $105.00

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Businesses for Sale . **For Lease Land** . **For Rent Commercial** . **For Rent Residential** . **For Sale Commercial** . **For Sale Residential** . **For Sale Land** . **Rooms for Rent**

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All liners are priced per line and include digital. E-edition only options are not available.

Private Party Open Rate Liner:
**Applies to all Categories except for Employment and Real Estate
$14.45 per line/per day for E-edition and 3 days on Classified of our website
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$75.00 5 days on Classified of our website

Real Estate Open Liners
$14.70 per line/per day for E-edition and 3 day on Classified of our website
$85.00 5 days on Classified of our website

Optional Adds for Open Liners

. **Bold: $2.00** . **Border: $7.00** . **Image: $7.00**

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3. Click on "Start Creating Your Ad Now"
4. Complete the form and Make Payment

Pacific Daily News

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The Honorable JOSHUA F. TENORIO, Siguendo Maga'lahi - Lieutenant Governor

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Tel. (671) 646-3131/3232
Fax (671) 649-6178

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

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VINCENT P. ARRIOLA
DIRECTOR

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

250327 DRAFT DPW SSHS Press Release

27 MAR 2025

Joseph W Duenas <jduenas@ssfm.com> Tue, Mar 25, 2025 at 4:30 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Hi Director,

As discussed in our Wednesday meeting last week, attached for your review and revision you will find a DRAFT press release that can be issued by DPW and/ or the Governor's Office.

The next major milestone is this Friday. Timing wise, you may want to issue it Wednesday (tomorrow) for Thursday's print media.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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250327 DRAFT DPW SSHS Press Release.docx
116K

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

FOR IMMEDIATE RELEASE

PROGRESS UPDATE: Availability of RFP Documents and Mandatory Pre-Proposal Conference for the New Simon Sanchez High School Development

Upper Tumon, Guam – March 25, 2025 – The Governor's Office with the Department of Public Works (DPW), in collaboration with the Guam Department of Education (GDOE), and the Guam Economic Development Authority (GEDA) is pleased to announce the important upcoming milestones in the development of the new Simon Sanchez High School. As part of the ongoing efforts to ensure transparency and engage qualified developers, the following key dates and events are scheduled:

- **Friday, March 28, 2025 – Availability of RFP Documents**
- **April 4, 2025, 9:00 AM- Mandatory Pre-Proposal Conference**
- **April 4, 2025, 2:00 PM- Mandatory Site Visit**

Starting this March 28, 2025, interested developers will be able to access the official Request for Proposals (RFP) documents for the Simon Sanchez High School development. The RFP documents will be available at the DPW Contract Administration Technical Services Office, located on the Ground Floor of the TMC Building.

DPW Director Vince Arriola emphasized, "These upcoming events mark significant steps forward in the project's timeline. The availability of the RFP documents and the Pre-Proposal Conference are key opportunities for developers to better understand the scope and requirements of this critical project. We encourage all interested firms to participate and engage fully in this process."

The Simon Sanchez High School project is a major initiative that will not only transform the island's educational infrastructure but also contribute to local economic growth. The selected developer will be responsible for financing, demolishing existing structures, designing, constructing, and maintaining the new high school facilities.

****

"Let's build a school."

Simon Sanchez High School
Weekly Meeting with DPW Director and SSFM
3/26/25; 9am DPW

I. CALL TO ORDER

II. UNFNISHED BUSINESS
- A. Advertisements
- B. Letter of Determination
- C. Action Items- Two Week Look Ahead- Today to Friday March 28th.
  - i. RFP issuance March 28.
    - a. On Wednesday March 26, 2025, transmit complete RFP to Directors office. Note AAG Keeler is requesting for the document.
    - b. Prepare and QC 30 Thumb drives for CIP to distribute
    - c. Draft Press Release for RFP documents Availability.
  - i. Mandatory Pre-Proposal Conference and Site Visit
    - a. GEDA site. Joe to narrate.
    - b. Site Set up
      - a. TRMA to Narrate
      - b. SSFM Speaker and sound system
      - c. Tents and chairs DPW

III. SSHS Weekly Progress Meeting-
- a. Friday 3/28/25- Meeting

IV. OPEN DISCUSSION

V. ADJOURN

Press available

* Letter of Determination from John C.

- shorten to RFP

- Evaluators - Benny SN

- GEDA Admin.

Gmail

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

Procurement File: DPW SSHS Guam Daily Post RFP Ad 03.26.25

Joseph W Duenas <jduenas@ssfm.com> Wed, Mar 26, 2025 at 12:03 PM
To: Alvin Bejosa <abejosa@ssfm.com>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Alvin and John,

27 MAR 2025

Attached for the procurement file, you will find SSHS ad #3 that was published in today's Guam Daily Post today.

- This is ad #3 for the Guam Daily Post
- We anticipated another ad in tomorrow's Pacific Daily News and Guam Daily Post.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
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250326 GUAM POST DPW SSHS AD 3.pdf
687K

NOTICE

Pursuant to the requirements of 22 GCA § 15310, CENTURY INSURANCE COMPANY (GUAM) LIMITED, a domestic insurer, hereby announces the distribution of surplus in 2024 from its unassigned surplus account. Under applicable National Association of Insurance Commissioners (NAIC) guidelines for total capital and surplus, following the distribution, CENTURY INSURANCE COMPANY (GUAM) LIMITED has a total capital and surplus base which is more than the required minimum Company Action Level by NAIC and to underwrite its risk portfolio and to meet operating requirements.

Dated on this 13th day of March 2025.

CENTURY INSURANCE COMPANY (GUAM) LIMITED

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

HYUN, BO MI

DBA: BO'S BAR (Takeover)

has applied for a Class: Four (4) General Sale Alcoholic Beverage License said premises being marked as Lot: Lot 5099-7-1 320 Adrian Sanchez St. Unit 104 2Young's Comm Bldg. Tamuning-Tumon-Harmon

MAYORS' COUNCIL OF GUAM

The Mayors' Council of Guam will hold a Regular Meeting on Wednesday, April 2, 2025 at 10:00AM at the Mayors' Council of Guam Conference Room, Bldg. F, 2nd Floor, in the J&G Commercial Center, Hagåtña.

AGENDA

I. Call to Order
II. Roll Call
III. National Anthem and Guam Hymn
IV. GUEST SPEAKERS
A. Jerome Aguon – Tax Payer Services Administrator, Department of Revenue & Taxation
B. Dr. Kenneth Gofigan Kuper, Jimmy Santos Feria, & Siñot Cody Lizama – Young Men's League of Guam (YMLG), Cultural Committee on Cultural Preservation
C. Stephen Cahill – Tsunami Program Manager, Guam Homeland Security / Office of Civil Defense
D. Lani Carrillo – Owner / Sole Proprietor, Positive Pathways Consulting
V. Approval of March Minutes
VI. Approval of Treasurer's Report
VII. Executive Director's Report
VIII. NCommittee Reports
A. Boards and Commissions
B. Standing Committees
IX. Unfinished Business
A. MCOG FY2026 Budget
B. 81st Guam Liberation
C. User's Fee Schedule
X. New Business
Pacific Historic Parks Needs Assesment Report
XI. Announcements
XII. Adjournment

Join Zoom Meeting :
https://us02web.zoom.us/j/83027477817?pwd=bNxuKhpoabPaOZuC1bmb27OyUMnn.1
Meeting ID: 830 2747 7817 Passcode: 545370
This meeting will be live streamed on the Mayors' Council of Guam YouTube channel. Individuals requiring special accommodations may contact Beatrice "Bing" Cruz at E-mail: mcogadmn@teleguam.net or call (671) 472-6940.
This ad was paid for with government funds by the Mayors' Council of Guam.

NOTICE TO THE PUBLIC

Vince Cody Guerrero aka Cody, is no longer employed or affiliated with WJ Construction as of January 26, 2025.

JOB ANNOUNCEMENT FOR TEMPORARY POSITIONS

2 - QUALITY CONTROL INSPECTOR

APPLY AT CABRAS MARINE CORPORATION BY CALLING (671) 649-1380 OR EMAIL AT hr@cabrasmarine.com.

REFERENCES REQUIRED UPON REQUEST.

BROOKS CONCEPCION LAW, P.C.
247 Martyr Street, Ste. 101
Hagåtña, Guam 96910
(671) 472-6848
(671) 477-5790
Attorneys for Administratrix

IN THE SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE OF BERTHA ANN AGUON CRUZ, Deceased.

PROBATE CASE NO: PR0024-25

NOTICE TO CREDITORS

Notice is hereby given by the undersigned, Dora Cruz Garrido, Administratrix of the Estate of Bertha Ann Aguon Cruz, deceased, to the creditors of, and all persons having claims against the said estate or against said deceased, that within sixty (60) calendar days after the first publication of this notice, they either file them with necessary vouchers in the office of the Clerk of the Superior Court, Guam, or exhibit them with the necessary vouchers to Dora Cruz Garrido, Administratrix at the law offices of BROOKS CONCEPCION LAW, P.C., at 247 Martyr Street, Ste. 101, Hagåtña, Guam, the same being the place for the transaction of the said estate.

Dated: 3-12-25.

/s/ Dora Cruz Garrido
Administratrix for the Estate of Bertha Ann Aguon Cruz

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VEHICLES FOR SEALED BID SALE

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2013	RANGE ROVER	RR EVOQUE PURE
2015	JEEP	WRANGLER
2015	NISSAN	SENTRA
2016	TOYOTA	4RUNNER
2017	MAZDA	CX-5
2018	HYUNDAI	ELANTRA
2019	MITSUBISHI	MIRAGE
2023	MITSUBISHI	OUTLANDER

At this time, bid applications are scheduled by appointment and on weekdays only. To schedule an appointment or for more information, contact Credit Solutions Services at (671) 477-0124. All sealed bid applications must be submitted no later than 5:00 P.M., Friday, March 28, 2025. We reserve the right to refuse any and all bids.

Federally insured by NCUA.

The Honorable LOURDES A. LEON GUERRERO, Maga'hågan • Governor
The Honorable JOSHUA F. TENORIO, Segundo Maga'hågan • Lieutenant Governor

public works
VINCENT P. ARRIOLA, Director
LINDA J. IBAÑEZ, Deputy Director
ERNEST G. CANDOLEJA JR., Deputy Director

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The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENTS - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building, Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in person.

RFP SUBMITTAL DUE DATE- May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

/s/ VINCENT P. ARRIOLA
Director
This Ad Paid for with Government Funds

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131/3132 • Fax (671) 649-6178

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga . Governor

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

MEMORANDUM TO FILE

March 19, 2025

FROM: Vince P. Arriola, Director, Department of Public Works

SUBJECT: Determination to Cap Proposal Guaranty 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

Background
Pursuant to 5 GCA § 5212, bid security is mandated at 15% of the bid amount for all competitive sealed bidding for the procurement of supplies or services when the total price exceeds $25,000. This serves as a proposal guaranty to ensure the integrity and seriousness of bids submitted for government contracts. However, 5 GCA § 52301 grants the Director of Public Works the authority to revise bond (security) requirements to maintain competitiveness while securing solicitations. This provision ensures that security requirements do not deter industry participation or result in excessive financial burdens on bidders.

Determination
Given the magnitude of this project, currently estimated at $166.6 million, enforcing a strict 15% proposal guaranty would require bidders to provide approximately $23 million in bid security. Such a requirement could:

- Impose excessive financial strain on prospective bidders, compelling them to tie up significant capital for 4-6 weeks.
- Discourage participation from qualified contractors, thereby reducing competitive bidding.
- Risk inflating project costs by limiting bidder pools, effectively pricing the project out of the market.

To align with Department of Defense (DOD) Bid Bond standards and the local industry practice in Guam, I, Vince P. Arriola, as Director of Public Works, hereby determine that the proposal guaranty requirement shall be revised to remain at 15% of the proposal price but shall not exceed a maximum cap of $3 million.

Justification for the Cap
In order to balance financial security for the government while encouraging competitive bidding, a cap on the proposal guaranty is necessary. This adjustment ensures that the security requirement does not

serve as a barrier to participation while still safeguarding the integrity of the procurement process.

- A $3 million cap mitigates the financial burden on bidders while still ensuring adequate security for the government.
- It aligns with DOD procurement standards, which have been widely accepted and implemented for similar large-scale projects.
- It enhances competition, ensuring a broader range of qualified bidders can participate, leading to potentially better pricing and project execution.

This determination is made in the best interest of the government and industry stakeholders, ensuring fairness, competitiveness, and compliance with procurement regulations.

VINCENT P. ARRIOLA
Director

Gmail

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

Guam Contractor's Association Simon Sanchez RFP Advertisement

Joseph W Duenas <jduenas@ssfm.com> Tue, Mar 25, 2025 at 9:46 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Tina Garcia <cgarcia@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

FYSA. Guam Contractor's Association SSHS RFP Ad distribution below.

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

27 MAR 2025

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

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From: Guam Contractors Association <desiree.lizama@guamcontractors.ccsend.com>
Sent: Tuesday, March 25, 2025 9:33 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Subject: Contract Opportunities - Various

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

REQUEST FOR PROPOSAL

NEW SIMON SANCHEZ HIGH SCHOOL - FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/CAPITAL MAITENANCE (FDDBLM)

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

Department of Public Works

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

The Honorable
JOSHUA F. TENORIO
Segundo Maga'hàga • Lieutenant Governor

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

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:

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Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

/s/ VINCENT P. ARRIOLA
Director
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REQUEST FOR QUOTATION

UOG COLLEGE OF LIBERAL ARTS & SOCIAL SCIENCES ROOFTOP SKYLIGHT, ATRIUM

University of Guam

UNIVERSITY OF GUAM

ADMINISTRATION FINANCE
Facilities Utilities

REQUEST FOR QUOTATION FOR PRODUCT/SERVICE (Form Proc-01, v.June 12, 2020)

NOTE: THIS IS NOT AN ORDER

Today's Date: 3/24/25
Please respond NO later than COB Guam time: 3/26/25
Requested delivery date for this product/service:

TO:		FROM:	Division of English & Applied Linguistics, CLASS, UOG
Contact:		Contact:	[redacted]
Phone:		Phone:	671-735-2725
Email:		Email:	[redacted]
Fax:		Fax:	

Scope of Product and/or Service [list quantity and quality in enough detail to inform the vendor]

PROJECT TITLE: UOG COLLEGE OF LIBERAL ARTS & SOCIAL SCIENCES ROOFTOP SKYLIGHT, ATRIUM
LOCATION: ENGLISH & COMMUNICATIONS BLDG, UOG, MANGILAO CAMPUS

The University of Guam is in need to have the Roof skylight atrium repair, provide and install new cover/roofing, cleaned and caulked to prevent leaks when it rains, located at the English & Communications Bldg. Atrium. All work will be done in a professional manner following all building codes that apply. All work areas and staging areas will be kept organized and safe for all passing through the area. All work will be inspected prior to final invoice being signed for payment.

NOTES: (1) Please furnish price quote, delivery date and terms based on F.O.B. destination for the items listed below.
(2) The Government of Guam encourages use of "earth friendly" products

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Mailing Address: 303 University Drive | UOG Station | Mangilao, Guam 96913
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REQUEST FOR QUOTATION

UOG SCIENCE BUILDING SC103 DOOR REPLACEMENT

University of Guam

UOG Science Building SC103 Door Replacement.

1. Remove a total of two doors and old hardware and dispose. (36" x 84")

2. Replace two doors and hardware, fabricate doors to add vision glass panels on new doors. (Old doors have them)

3. Fabricate old door jamb to accommodate new door. (Old door is in and out swing)

4. New doors will need to be sized to fit door jamb, and new flooring that is being installed.

-Site visit will be scheduled upon confirmation email to Paul Yamanaka @ yamanakap@triton.uog.edu or Danton Cruz @ cruzd2537@triton.uog.edu

- Quotations due no later than Friday, March 28, 2025 by 5pm.

Click Here for Notice (PDF)

REQUEST FOR QUOTATION

UOG FIDIAN HATCHERY GATE POLE REPAIR

University of Guam

University of Guam Fidian Hatchery Gate Pole repair.

The College of Natural and Applied Sciences is in need of a gate pole replacement at the Fadian Hatchery in Mangilao. The existing pole is no longer supporting the weight of the gate and is leaning, the existing gate will be reused and welded back on to the new pole. Contractor will perform all necessary work as per scope of work (SOW) and provide all necessary materials, labor, equipment, tool, and technical supervision required for the project and in accordance of all Guam Building Codes and Regulations. SOW is as follows:

1. Demolish existing steel pole (1pc.).
2. Provide and install new 4 inch dia. GI steel pipe pole with concreate foundation.
3. Reinstall existing steel gate, by welding.
4. Paint new pole and existing gate.
5. Remove and clean all debris from repair.

For site visits please email Paul Yamanaka @ yamanakap@triton.uog.edu or Danton Cruz @ crusd2537@triton.uog.edu.

Price quotations due no later than Friday March 28, 2025 to yamanakap@triton.uog.edu or cruzd2537@triton.uog.edu

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REQUEST FOR QUOTATION

RENOVATE CLASSROOM #306, THIRD FLOOR AT THE SCIENCE BUILDING

University of Guam

UNIVERSITY OF GUAM
UNIVERSITY OF GUAM

ADMINISTRATION FINANCE
Facilities Utilities

REQUEST FOR QUOTATION FOR PRODUCT/SERVICE (Form Proc-01, vJune 12, 2020)

NOTE: THIS IS NOT AN ORDER

Today's Date: 3/20/2025
Please respond NO later than COB Guam time: 4/4/2025
Requested delivery date for the product/service:

TO		FROM	COLLEGE OF NATURAL AND APPLIED SCIENCES
Contact		Contact	Paul Yamanaka, Ed. Associate/Asset & Property Facil.
Phone			Damion Cruz, Research Associate I
Email		Phone	671[illegible]
Fax		Email	yamanakap@triton.uog.edu, cruz2537@triton.uog.edu

Scope of Product and/or Service (list quantity and quality in enough detail to inform the vendor)

The College of Natural and Applied Sciences is in need to renovate Classroom #306, third floor at the Science building. Contractor will perform all necessary work as per scope of work (SOW) and provide all necessary materials, labor, equipment, tool, and technical supervision required for the project and in accordance of all Guam Building Codes and Regulations. SOW is as follows:

SCOPE OF WORK:

- Remove existing gypsum board wall about 31 ft. long. Replace with concrete board
- Provide and install new metal runners and vertical studs
- Paint new wall interior and exterior
- Reinstall window and A/C unit
- Reinstall electrical outlets
- Remove old vinyl tiles and replace with PVC Plank Flooring
- Replace 2 ft X 4 ft acoustic ceiling tiles. Repair T-runners as needed
- Repair and Silicone coat roofing
- Paint all interior walls

IF ADDITIONAL REPAIRS ARE NEEDED THAT ARE NOT COVERED ON THE SOW, PLEASE NOTIFY POC'S

PLEASE SEE ADDITIONAL REQUIREMENTS BELOW

NOTES: (1) Please furnish price quote, delivery time and terms based on F.O.B. destination for the items listed below
(2) The Government of Guam encourages use of "earth friendly" products

Quoted by (name)		Terms:	
Quote date		Prices good for (days)	
Phone		Delivery date offered	

Offering Recyclable products ( ) YES ( ) NO Offering Biodegradable products ( ) YES ( ) NO
Please separate your offer of recyclable and/or biodegradable products from regular products

Time & Materials Detail (required detail for all building and repair projects)

T: +1 671.735.2925 | F: +1 671.734.3010 | W: www.uog.edu | E: procurementoffice@triton.uog.edu
Mailing Address: 303 University Drive | UOG Station | Mangilao, Guam 96913
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Click Here for RFQ (PDF)

REQUEST FOR QUOTATION

REPLACE OR REPAIR AL ADA AUTOMATIC DOOR OPENERS CAMPUS WIDE

University of Guam

UNIVERSITY OF GUAM
UNIBETSEDÅT GUÅHAN

ADMINISTRATION FINANCE
Facilities Utilities

REQUEST FOR QUOTATION FOR PRODUCT/SERVICE (Form Proc-01, vJune 12, 2020)

NOTE: THIS IS NOT AN ORDER

Today's Date: 3/21/2025
Please respond NO later than COB Guam time: 4/7/2025
Requested delivery date for this product/service:

TO		FROM	UOG SAFETY ADMINISTRATION
Contact		Contact	Al Garrido, Safety Administrator
Phone			Aaron Resturreg, Safety Officer
Email		Phone	(671) 735-2976, (671) 735-2972
Fax		Email	agarrido32164@triton.uog.edu, resturreg@triton.uog.edu

Scope of Product and/or Service (list quantity and quality in enough detail to inform the vendor)

The University of Guam is need to replace or repair all ADA automatic door openers campus wide. Replacement of repairs must be in compliance with local and national ADA regulations. Please see Scope of Work (SOW) as follows:

SCOPE Of WORK:

A.)Provide and install new Automatic door opener (Single Door) ADA compliant
1.)Dormitory 1 (left hall, rear entrance) — 1 unit (Single door)
2.)Fieldhouse Entrance 1 — 1 unit (Single door)
3.)Fieldhouse Entrance 2 —1 unit (Single door)
4.)Science bldg. (1st flr. Facing SOH)— 1 unit (Single door)
5.)RFK Library (Main entrance) — 1 unit (Single door)
6.)Science 1st Floor by elevator — 1 unit (single door)
7.)JOE 1st Floor (facing UOG Dorm.) — 1 unit (single door)

B.)Provide and install new Automatic door opener (Double Door) ADA compliant.
1.)SOH (hallway by chairlift) — 1 unit (Double door)
2.)Lecture Hall (left main entrance) — 1 unit (Double door)

C.)Repair, replace, & program of the switch/control buttons and interior/exterior ADA push control of the ff:
1.)Admin Bldg (Business office main entrance 2.) Annex B front entrance
3.)SOH 2nd flr. catwalk entrance
4.)Science bldg. 2nd flr., by catwalk entrance 5.)Computer center 1st flr. By elevator

PLEASE SEE ADDITIONAL REQUIREMENTS BELOW

Click Here for RFQ (PDF)

REQUEST FOR QUOTATION

REPAIR AND RENOVATE THE ELEVATOR ROOM AT THE CALVO FIELD HOUSE

University of Guam

UNIVERSITY OF GUAM

ADMINISTRATION FINANCE
Facilities Utilities

REQUEST FOR QUOTATION FOR PRODUCT/SERVICE (Form Proc-01, vJune 12, 2020)

NOTE THIS IS NOT AN ORDER

Today's Date: 3/20/2025
Please respond NO later than COB Guam time: 4/9/2025
Requested delivery date for this product/service:

TO		FROM	UOG FACILITIES MAINTENANCE & SERVICES
Contact		Contact	Ron Warner, Plumbing/Carpentry Supervisor
Phone			Jon Quidachay, CIP Coordinator
Email		Phone	(671) 735-2973, (671) 735-2973
Fax		Email	warnerr@triton.uog.edu, quidachayj1344@triton.uog

Scope of Product and/or Service (list quantity and quality in enough detail to inform the vendor)

The University of Guam Facilities Maintenance & Services is in need to repair and renovate the elevator room at the Calvo Field House. Contractor will perform all necessary work as per scope of work (SOW) and provide all necessary materials, labor, equipment, tool, and technical supervision required for the project and in accordance of all Guam Building Codes and Regulations. SOW is as follows:

SCOPE OF WORK:

* REPLACE AND REPAIR T-RUNNERS, ACOUSTIC CEILING TILES (SEE PICTURE #1). REMOVE ALL UNUSED WIRES AND ALL USED WIRES ARE TO BE TUCKED INTO CEILING.
* SCRAPE, CLEAN, AND PAINT WALLS AND CEILING (SEE PICTURE #2)
* SCRAPE, CLEAN, REPAIR METAL PITTING, APPLY RUST INHIBITOR, PAINT THE DOOR AND FRAME SHAMROCK GREEN. (SEE PICTURE #3)
* ENTRANCE TO ELEVATOR ROOM INSTALL DOOR HEADER AND REPAIR DOOR, JAMB, AND WALL. PAINT WITH SHAMROCK GREEN (SEE PICTURE #4)
* REPLACE OUTLET COVER AND ENSURE OUTLET IS WORKING (SEE PICTURE #5)
* REMOVE RUST FROM FIRE EXTINGUISHER CABINET, APPLY RUST INHIBITOR, AND PAINT ENAMEL GREY (SEE PICTURE #5)

PLEASE SEE ADDITIONAL REQUIREMENTS BELOW

NOTES: (1) Please furnish price quote, delivery time and terms based on F.O.B. destination for the items listed below
(2) The Government of Guam encourages use of 'earth friendly' products

Quoted by (name)		Terms	
Quote date		Prices good for (days)	
Phone		Delivery date offered	

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REQUEST FOR QUOTATION

REPAIR AND REPLACE THE MARC BUILDING 2ND FLOOR DOORS

University of Guam

UNIVERSITY OF GUAM
UNIBETSEDÅT GUÅHAN

ADMINISTRATION FINANCE
Facilities Utilities

REQUEST FOR QUOTATION FOR PRODUCT/SERVICE (Form Proc-01, vJune 12, 2020)

NOTE: THIS IS NOT AN ORDER

Today's Date: 3/20/2025
Please respond NO later than COB Guam time: 4/9/2025
Requested delivery date for this product/service:

TO		FROM	UOG FACILITIES MAINTENANCE & SERVICES
Contact		Contact	Ron Warner, Plumbing/Carpentry Supervisor
Phone			Jon Quidachay, CIP Coordinator
Email		Phone	(671) 735-2389, (671) 735-2373
Fax		Email	warnerr@triton.uog.edu, quidachayj13648@triton.uog.edu

Scope of Product and/or Service [list quantity and quality in enough detail to inform the vendor]

The University of Guam Facilities Maintenance & Services is in need to repair and replace the MARC building 2nd floor outside stairwell entrance, and the door exiting out to the roof from the hallway. Contractor will perform all necessary work as per scope of work (SOW) and provide all necessary materials, labor, equipment, tool, and technical supervision required for the project and in accordance of all Guam Building Codes and Regulations. SOW is as follows:

SCOPE OF WORK:

- **Replace 2nd floor outside stairwell entrance door, hardware, paint and repair door jamb and threshold. (see pic. #1)**
- **Replace 2nd floor exit to roof door, threshold, hanware, and door jamb. (see pictures #2 to #6)**
- **Apply rust inhibitor to doors and paint with rustproof paint.**

IF ADDITIONAL REPAIRS ARE NEEDED THAT ARE NOT LISTED UNDER THIS SOW PLEASE CONTACT POC'S.

PLEASE SEE ADDITIONAL REQUIREMENTS BELOW

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(2) The Government of Guam encourages use of "earth friendly" products

Quoted by (name)		Terms	
Quote date		Prices good for (days)	
Phone		Delivery date offered	

Offering Recyclable products ( ) YES ( ) NO Offering Biodegradable products ( ) YES ( ) NO
Please separate your offer of recyclable and/or biodegradable products from regular products

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Best: Text with border & image. 8 days in E-edition / 14 days on Classified of our website - line limit (15) lines.	$60.00

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The Honorable LOURDES A. LEON GUERRERO
Maga' Hågan • Governor
The Honorable JOSHUA F. TENORIO
Sigunda Maga' Låhi • Lieutenant Governor

public works
542 North Marine Corps Drive
Tamuning, Guam 96913
Tel. (671) 646-3131/3232
Fax (671) 649-6178

VINCENT P. ARRIOLA, Director
LINDA I. IBAÑEZ, Deputy Director
ERNEST G. CANDOLETA Jr., Deputy Director

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, together with the Guam Department of Education (GDOE) Superintendent K. Erik Swanson through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the Solicitation of a Request for Proposals (RFP) for the following:

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

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

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENT - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE - May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

VINCENT P. ARRIOLA
DIRECTOR

This Ad Paid for with Government Funds.

REPORT FOR AMERICA
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ReportforAmerica.org

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No.: (671) 300-6846/48 Fax: (671) 648-3290

***THIS AD IS PAID FOR BY GWA (PUBLIC LAW 26-12)**

INVITATION TO BID

The Guam Waterworks Authority invites sealed bids for **Matojloj Line and Elevated Pump Purchase** under **GWA IFB NO. 2025-28.** Bids will be received until **10:00 a.m.** Chamorro Standard Time on **Friday, April 25, 2025,** at the GWA Procurement Office, situated on the first floor of the Gloria B. Nelson Public Services Building in Mangilao. At this appointed time and location, all bids will be publicly and virtually opened via GoToMeeting and read aloud. Bidders interested in attending the virtual meeting may send their request to psbids@guamwaterworks.org to obtain the GoToMeeting ID/Link prior to the due date and time.

Each bid must be accompanied by a Bid/Performance Bond, amounting to fifteen percent (15%) of the total bid price. Acceptable bid securities include Bid/Performance Bonds, Surety Bonds, or certified/cashier's checks payable to the Guam Waterworks Authority.

A non-refundable fee of $15.00 is required for each set of bidding documents, available for purchase at the GWA Procurement Office. Alternatively, bidders can access the bid package for download at www.guamwaterworks.org without charge. However, vendors are strongly encouraged to register via email at psbids@guamwaterworks.org or visit the GWA Procurement Office to ensure receipt of updated information, notices, or bid amendments.

GWA retains the right to amend, reject, or revise any or all proposals and to waive minor imperfections in the bid proposal in the best interest of the Guam Waterworks Authority.

/s/ Miguel C. Bordallo, P.E.
General Manager

Project Name: New simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Captial Maintenance (FDDBLM)
Project No.: 750-5-1059-L-YIG

RFP Documents Thumb Drive Distribution Register

QC Date	QC'd By:	Distribution Date/Time	Thumb Drive No.	Name/Position	Company Name	Contact Email	Contact Number	Issued By
3/27/2025	Glenn Leon Guerrero	3/27/25, 2:00pm	01 Dir	Vince Arriola, Director	DPW			
3/27/2025	Gerard Bautista	3/27/25, 2:00pm	02 AAG	Tom Keeler, Asst AG	DPW			
3/27/2025	Gerard Bautista	3/27/25, 2:00pm	03 JC	John Calanyan, Engineer Super	DPW			
3/27/2025	Gerard Bautista	3/28/25 9:40am	01		CORETECH	Kier.cubalan@coretechintl.com	671-482-4969	John C.
3/27/2025	Gerard Bautista	3/28/25 9:30am	02		PACIFIC DATA SYSTEMS	jessica@pdsguam.com	671-300-0219	John C.
3/27/2025	Gerard Bautista	3/28/25	03		PACIFIC RIM	Lauren.palmes@pacificrimgc.com	671-989-9960	John C.
3/27/2025	Gerard Bautista	3/28/25	04		General Pacific Services	sangcalalang@gmail.com	671-898-2351	~~John C.~~ Skyler Suarez
3/27/2025	Gerard Bautista	3/28/25	05		E&F UNITED	studiojdcii studiojdcii@gmail.com	671-~~777-4944~~	John C.
3/27/2025	Gerard Bautista	3/28/25	06		CAICON CONSTRUCTION	jc.uzano@gmail.com	671-777-~~8444~~	John C.
3/27/2025	Gerard Bautista	3/28/25	07		Pacific Federal Management	lacee.guerrero@pfmguam.com	671-688-8281	John C.
3/27/2025	Gerard Bautista		08					
3/27/2025	Gerard Bautista		09					
3/27/2025	Gerard Bautista		10					
3/27/2025	Thuy Nyugen		11					
3/27/2025	Thuy Nyugen		12					
3/27/2025	Thuy Nyugen		13					
3/27/2025	Thuy Nyugen		14					
3/27/2025	Thuy Nyugen		15					
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Project Name: New simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Captial Maintenance (FDDBLM)
Project No.: 750-5-1059-L-YIG

RFP Documents Thumb Drive Distribution Register

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3/27/2025	Gerard Bautista		02					
3/27/2025	Gerard Bautista		03					
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3/27/2025	Gerard Bautista		05					
3/27/2025	Gerard Bautista		06					
3/27/2025	Gerard Bautista		07					
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3/27/2025	Gerard Bautista		18					
3/27/2025	Thuy Nyugen		19					
3/27/2025	Gerard Bautista		20					
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3/27/2025	Thuy Nyugen		30					

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March 27, 2025

SSFM 2024_003.000

TO: Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attention: Mr. Vincent P. Arriola, Director

SUBJECT: RFP for New Simon S High School: Finance, Demolition, Design, build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM)
Project No. 730-5-1059-L-YIG

we transmit herewith the following:

1. 3 each Thumb Drive – RFP 730-5-1059-L-YIG

remarks:

RECEIVED ONE THUMB DRIVE AND ONE FOR TOM KEEVER 3/27/25

SSFM INTERNATIONAL, INC.

Glenn Leon Guerrero
Senior Project Manager
email: gguerrero@ssfm.com

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

RFP Ad in today's POST

1 message

Glenn Leon Guerrero <gguerrero@ssfm.com> Fri, Mar 28, 2025 at 1:45 PM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Donna Herrero <donna.herrero@dpw.guam.gov>

Today's POST ad for your records.

Glenn Guerrero | Senior Project Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

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Pages from 0328 COMPLETE.pdf
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GUAM SOLID WASTE AUTHORITY

REQUEST FOR PROPOSALS FOR PROFESSIONAL SOLID WASTE MANAGEMENT AND FINANCIAL CONSULTING SERVICES
RFP NO.: GSWA-RFP001-25

The Guam Solid Waste Authority (GSWA) is seeking proposals from qualified offerors to provide Professional Solid Waste Management and Financial Consulting Services for and on behalf of GSWA.

A hard copy of the RFP will be available on Friday, March 28, 2025 to Monday, April 14, 2025 at the GSWA Office, 2nd Floor, 546 N Marine Corps Drive Tamuing, Guam 96913 Monday through Friday, between 8:00am to 5:00pm. An electronic copy can also be obtained by submitting a registration form on the GSWA website at www.gswa.guam.gov.

Proposals must be submitted to the GSWA Chief of Administration Office, 2nd Floor, 546 N Marine Corps Drive Tamuning, Guam 96913, no later than 4:00pm, April 14, 2025 (Chamorro Standard Time). Failure to submit Proposals at the specified location, date and time will be grounds for rejection of the Proposal.

This advertisement was paid for by GSWA.

DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY DIVISION
(Ahension Sotbision Hinirt)
Telephone (Teléfon): 671-475-1705/1706

EDWARD M. BIRN, Director (Direktot)
ELIZABETH J. FISHER, Deputy Director (Segundo Direktot)
LOURDES A. LEON GUERRERO, Governor (Maga'lahen)
JOSHUA F. TENORIO, Lt. Governor (Segundo Maga'lahi)

THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:
Department of Public Health and Social Services

A non-refundable fee of $10.00 per bid package will be assessed.
Certified Check, Cashier's Check, Cash will be accepted. No personal or Company Check.
Payment for bid package picked up after 3:00pm will not be accepted.

INVITATION FOR BID

BID NO:	**GSA-025-25**
FOR:	**Hotel Venue- DPHSS**
OPENING DATE:	**04/16/2025** **TIME: 10:00am**
LOCATION TO SUBMIT:	**General Services Agency, Tamuning, Guam**

The General Services Agency is issuing this Invitation for Bid for Hotel Venue. A pdf copy is available to download at www.gsa.doa.guam.gov, or a hard copy can be obtained at the General Services Agency located at 2nd floor ITC Bldg. Rm. 230, Tamuning, Guam 96931 from 8:00am – 5:00pm, Monday through Friday, beginning Friday, 03/28/2025 until Wednesday, 04/16/2025.
Bidders must register their current contact information with GSA to ensure they receive any notices regarding changes or updates to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

/s/ Andriana Quitugua
Acting Chief Procurement Officer

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710 W Marine Corps Dr Suite 203 Bell Tower Plaza Aniquak, GU 96910
kumision.chamoru@kumision.guam.gov
(671) 922-0600

PUBLIC NOTICE

Regular Board Meeting Date: April 3, 2025
Time: 12:30 PM • Place: Zoom
Zoom Meeting Link:
https://us02web.zoom.us/j/83878778767?pwd=U1VZbVhkaUtjSTdkL010akkvTzlMZz09

TAREHA:

I. OTDEN
II. INIFRESI/TINANGA
III. INAGANG I MEMBRO SIHA
IV. KINABÅLES I MEMBRO SIHA
V. RINIBISA YAN INADÅPTAN I TAREHA
VI. INADÅPTAN I FINALOFFAN
VII. RIPÓT I SIKRITÅRIAN I KUMISIÓN
VIII. RIPÓT I KUMITEHAN EKSEKETIBU
IX. RIPÓT I ATMENESTRASIÓN
X. RIPÓT I PROYEKTO SIHA
XI. RIPÓT I KUMITEHAN I NÅ'AN LUGÅT
XII. GINAGAO PARA PINILA'
XIII. NUEBU NA ASUNTO
XIV. PRIBILEHUN I PISU
XV. ANUNSIO SIHA
XVI. FINAKPO

For ADA accommodations, please contact Savannah at (671) 922-0600
Next Board Meeting: April 24, 2025 at 12:30 PM

The Honorable
LOURDES A. LEON GUERRERO
Maga'lahen Guåhan • Governor
The Honorable
JOSHUA F. TENORIO
Segundo Maga'lahi • Lieutenant Governor

public works
VINCENT P. ARRIOLA, Director
LINDA J. IBAÑEZ, Deputy Director
ERNEST G. CANDOLETA JR, Deputy Director

REQUEST FOR PROPOSALS

The Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:

NEW SIMON SANCHEZ HIGH SCHOOL - FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/CAPITAL MAINTENANCE (FDDBLM)
Project No.: 730-5-1059-L-YIG

NON-REFUNDABLE FEE
$25.00 (Twenty-Five Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to the Treasurer of Guam.

AVAILABILITY OF DOCUMENTS - March 28, 2025
DPW Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW, Upper Tumon. Please present a receipt from the Treasurer of Guam, located at DPW, Upper Tumon.

MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT - April 4, 2025
Guam Economic Development Authority (GEDA) Conference Room; 5th floor of the ITC Building; Tamuning, Guam; 9AM. Mandatory Pre-Proposal Conference & Site Visits are in-person.

RFP SUBMITTAL DUE DATE- May 23, 2025
One (1) original, six (6) copies and two (2) electronic copies (CD or USB flash drive) must be submitted @ Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW; No Later than 4pm.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

/s/ VINCENT P. ARRIOLA
Director
This Ad Paid for with Government Funds

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coast360 federal credit union
450 Route 8, Maite, GU 96910 • Tel: 671-477-8736

VEHICLES FOR SEALED BID SALE

YEAR	MAKE	MODEL
2011	FORD	EXPLORER XLT
2013	RANGE ROVER	RR EVOQUE PURE
2015	JEEP	WRANGLER
2015	NISSAN	SENTRA
2016	TOYOTA	4RUNNER
2017	MAZDA	CX-5
2018	HYUNDAI	ELANTRA
2019	MITSUBISHI	MIRAGE
2023	MITSUBISHI	OUTLANDER

At this time, bid applications are scheduled by appointment and on weekdays only. To schedule an appointment or for more information, contact Credit Solutions Services at (671) 477-0124. All sealed bid applications must be submitted no later than 5:00 P.M., Friday, March 28, 2025. We reserve the right to refuse any and all bids.

Federally insured by NCUA.

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

FW: SSHS RFP Pre-conference & Site Visit

1 message

Glenn Leon Guerrero <gguerrero@ssfm.com> Mon, Mar 31, 2025 at 9:54 AM
To: "Cedric Cruz (CCruz@traguam.com)" <CCruz@traguam.com>, Elmer Prudente <EPrudente@traguam.com>
Cc: Michael Makio <Mmakio@traguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest Candoleta <ernest.candoleta@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Glenn Guerrero | Senior Project Manager

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Glenn Leon Guerrero
Sent: Monday, March 31, 2025 9:37 AM
To: Ed Hipolito <ehipolito@ssfm.com>
Subject: SSHS RFP Pre-conference & Site Visit

Hafa Adai Cedric & Elmer,

This email will solidify TRMA's responsibilities for the upcoming 2 events on April 4, 2025:

1. **Mandatory Pre-Proposal Conference** at GEDA Conference Room 9am.
    a. Set up Simon Sanchez Design Renderings at the front of the conference room.
    b. Prepare 20 Site Plans and distribute only to proposers (not for general public).

2. **Mandatory Site Visit** at the Simon Sanchez School Campus at 2pm.
    a. DPW-SSFM will perform much of the site preparation. This will include setting up a pop-up tent at the former student parking lot entrance for participants to sign-in and another tent for your presentation site.
    b. Participants will sign in at the entrance. Then they will be directed to park at the north-east section of the student parking lot.
    c. At the southern part of the parking lot with the iron wood trees as the backdrop, SSFM will set-up a PA system, a head table and chairs for the DPW Director, GDOE Superintendent and Simon Sanchez High School Principal.
    d. TRMA will tag with the green flags provided by Gerard Bautista; the estimated front of the new building and the snail habitat as it relates to the SSHS construction site.
    e. The attached draft program will be available and TRMA will also provide copies of the Site Plan.
    f. Cedric Cruz will conduct the meeting to include introducing speakers. Please point out the following:

        i. Safety Points should include muster area and the Main Building is OFF LIMITs.

        ii. The main purpose of the site visit is to share high points of the programing document. This should take 20 minutes.

        iii. Remind participants that all questions, comments and communications should be formally directed to John Calanayan at DPW in writing.

        iv. Adjourn the meeting and allow participants to conduct a 30 minute walk around. Please remind them that the building is off-limits.

Please feel free to contact me if you have comments or concerns.

Glenn Guerrero |Senior Project Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

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117K

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga . Governor

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

MANDATORY SITE VISIT PROGRAM

Friday April 4, 2025 - 2PM

"Let's build a school."

I. Call to Order

II. Safety Briefing

III. Opening Comments
a. DPW Director Vincent Arriola
b. GDOE Superintendent Dr. Erik Swanson

IV. Programing Document Highlights

V. ADJORN

VI. 30 minute – site walk around

DRAFT

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

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

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

NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DEMOLTION, DESIGN, BUILD, LEASE/LEASEBACK & INSURE/CAPITAL MAINTENANCE (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG

PRE-PROPOSAL CONFERENCE AGENDA/PROGRAM
Friday, March 4, 2025; 9AM; ITC Building, GEDA, 5th Floor Conference Room

Agn1

I. CALL TO ORDER

II. INTENT

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 KÅHAT 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.

III. TERM & 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.

IV. SELECTION SCHEDULE:

The selection schedule is projected to be as follows (all dates and time are Guam Standard Time):

Friday, March 28, 2025	AVAILABILITY OF RFP DOCUMENTS
Friday, April 4, 2025, 9AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW@ 2pm
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

V. COMMUNICATION REGARDING THE RFP, PREPROPOSAL QUESTIONS, EXPLANATION TO PROPOSERS, DPW'S ANSWERS

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.

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.

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.

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.**

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. TERMS OF PAYMENT

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 KÅHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS. Further details are outlined in the "Terms of Payment" section of your RFP package.

VIII. SPECIAL REMINDER TO PROSPECTIVE OFFERORS

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.

( ) **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 KÅHAT 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

IX. 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.

X. **QUESTIONS** (State your name and company)

XI. **ADJOURN** (MANDATORY SITE VISIT AT 2PM, SIMON SANCHEZ HIGH SCHOOL CONSTRUCTION SITE IN YIGO)

**** *end* ****

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

GOVERNMENT OF GUAM
RFP REGISTER

(X) RFP DOCUMENTS:
( ) RFP SUBMITTAL:
( ) ADDENDUM NO.:
( ) MIN. OF MEETING:

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

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

Submittal Date: 05/23/25

Time: 4:00 p.m.

NAME OF FIRM	EMAIL/ MAILING ADDRESS	A/E REPRESENTATIVE PRINT & SIGN	TEL. NO. FAX NO	SUBMIT/ PICK-UP DATE	TIME	DPW REPRESENTATIVE PRINT & SIGN
Core Tech International	kier.cubalan@coretechintl.com		6714864469	3/28/25	9:06	
PACIFIC DATA SYSTEMS	~~jessica@pdsguam.com~~		671-300-0219	3/28/25	9:39	
Pacific Rim	darren.palmes@pacificrimgc.com		671-989-9960	3/28/25	9:54	
GENERAL PACIFIC	SangCalalang@Gmail.com		898-2391	3/28/25	1:46	
E & F UNITED	studiojaeji@gmail.com		688.1779	3/28/25	2:12	
CATCON CONST.	seluzano@gmail.com		777-7347	3/28/25	2:25	
Pacific Federal Management	lacee.guerrero@pfmguam.com		6888241	3/28/25	2:29	
Guam Educational Financing Foundation	flores.lani@gmail.com		7885754	3/28/25	2:58	
Eastern Pacific Engineering & Constr.	Leecruz@easternpacificec.com	Lee Cruz	483-4770	3/28	3:31	

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

GOVERNMENT OF GUAM
RFP REGISTER

(X) RFP DOCUMENTS:
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( ) MIN. OF MEETING:

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

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

Submittal Date: 05/23/25

Time: 4:00 p.m.

NAME OF FIRM	EMAIL/ MAILING ADDRESS	A/E REPRESENTATIVE PRINT & SIGN	TEL. NO. FAX NO	SUBMIT/ PICK-UP DATE	TIME	DPW REPRESENTATIVE PRINT & SIGN
~~ARNOLD FELIZARDO~~ FUTURE WORLD CORPORATION	arnoldfelizardo@futureworldguam.com	ARNOLD FELIZARDO	998-1008	3/18/25	3:47	
MASE CONSTRUCTION	adminemasecorstruction.com	Tess Esther	—	3/1/25	1:10pm	

New Simon Sanchez High School
RFP TASKS

No.		Activity	TASK Source	Timelines	Assigned To
1	**Issuance & Distribution**				
	a)	DPW formally issues and makes the RFP available for prospective bidders.	ii	28-Mar-25	DPW John Calanayan
	b)	RFP documents are distributed at the Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW upon payment of a	ii	28-Mar-25 thru 23-May-25	DPW John Calanayan
	c)	Upon submission of the proposal, confirm receipt of "Attachement 7 **ACKNOWLEGMENT OF RECIEPT FORM**"	ii	28-Mar-25 thru 23-May-25	DPW John Calanayan
	d)	DPW to maintain Proposer's Register.	8	28-Mar-25 thru 23-May-25	DPW John Calanayan
2	**Pre-Proposal Conference & Site Visit on April 4, 2025**				
	a)	Conduct Mandatory Pre-Proposal Conference at the GEDA 5th floor conference room at 9am	ii	4-Apr-25	DPW John Calanayan w/
	b)	Conduct Mandatory Site Visit at the Simon Sanchez High School on April 4th at 2pm	ii	4-Apr-25	DPW John Calanayan w/
3	**RFP Clarifications & Responses**				
	a)	April 18, 2025, 4:00 PM: **Deadline for proposers to submit written questions** and/or clarifications	iii & 9	18-Apr-25	DPW John Calanayan
	b)	April 30, 2025, 4:00 PM: **DPW issues official responses** and clarifications to all proposers in writing via addenda.	iii & 9	30-Apr-25	DPW John Calanayan
4	**Submission of Proposals**				
	a)	**May 23, 2025, 4:00 PM: Final deadline** for sealed proposal submissions at DPW's Contracts Administration & Technical Services Section.	iii & 9	23-May-25	DPW John Calanayan
	b)	Proposals must include: • Technical Proposal • Term Sheet & Price Proposal (sealed separately) • All required affidavits and documents outlined	2	23-May-25	DPW John Calanayan
5	**Proposal Evaluation Process**				
	a)	**Initial Compliance Check** DPW reveiws proposals to ensure: • Compliance with mandatory requirements. • Required documents, notarized forms, & affidavits.	10,11-15, Attachment 8	23-May-25 thru 4-June-25	DPW John Calanayan
	b)	**June 4-5 Evaluation Committee Review** • Evaluate proposals & shortlist top 3 proposals • Invite & listen to their presentations • Each proposer gets 30 minutes for presentation + 30 minutes for Q&A. • Evaluation Committee submits their individual and summary evaluation forms.	15-18	4-Jun-25 thru 6-June-25	Dr. Erik Swansan

	c)	**Selection & Recommendation** • June 20, 2025: The highest-ranked proposer is selected and recommended for contract	18	20-Jun-25	Dr. Erik Swansan
6	**Final Contract Approval & Notice of Award**				
	a)	**DPW & GEDA Negotiations** • DPW, GEDA, and GDOE negotiate with the top-ranked proposer to finalize: SOW/Final Contract terms/ Financing Terms/ Demolition, design, construction timeline • If negotiations fail with the top proposer, DPW moves to the next-ranked proposer.	18-20	20-Jun-25	DPW/ GDOE/GEDA
	b)	**Final Contract Approval & Notice of Award** •Once negotiations conclude, the final contract is approved by DPW and GDOE. •Notice of Award is issued, and all proposers are formally notified.	18-20	20-Jun-25	DPW/ GDOE/GEDA
7	**Contract Execution & Project Kickoff**				
	a)	**Contract Signing** • GDOE and the awarded proposer execute the final contract. • The proposer submits: Performance Bond/Insuracne Certificates/Finalized Work Plan	19	Jul-25	GDOE/ DPW
	b)	**Notice to Proceed** (NTP) • Separte NTP's may be issued for: Demo & Clearing/ Full Project	19	Aug-25	DPW
	c)	**Mobilization & Implementation** •Proposer begins demolition, site preparation, and construction. •DPW & GDOE monitor project compliance. •GEDA ensures financial disbursements and leaseback compliance.	19	Aug-25	DPW/ GDOE/GEDA

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

FOR IMMEDIATE RELEASE

DPW Hosts Successful Pre-Proposal Conference and Site Visit for the New Simon Sanchez High School Project

Upper Tumon, Guam – April 4, 2025 – The Department of Public Works (DPW), in collaboration with the Governor's Office, the Guam Department of Education (GDOE), and the Guam Economic Development Authority (GEDA), hosted a successful **Mandatory Pre-Proposal Conference** and **Mandatory Site Visit** today for the development of the new Simon Sanchez High School. This marks another important milestone in the ongoing efforts to advance this transformative educational project.

Over (INSERT NUMBER) interested contractors, including a mix of local and national, attended the conference, demonstrating the widespread interest and commitment to this critical project. DPW Director Vince Arriola opened the event, emphasizing the importance of this project not only to the Simon Sanchez High School community but also to the future of education on the island.

"We are not just looking for a contractor to build a school," said Director Arriola. "We are seeking a true partner to support the Simon Sanchez Sharks for the next 30 years. This partnership will involve designing, financing, constructing, and maintaining the new high school, ensuring it serves the needs of our students, educators, and the community for decades to come."

During the conference, developers had the opportunity to ask questions, clarify RFP details, and gain insight into the specific goals and requirements of the project. Later in the day, a mandatory site visit was conducted, providing contractors with a firsthand look at the existing Simon Sanchez High School site, which will be demolished to make way for the new facilities.

The Simon Sanchez High School project is a Public-Private Partnership (P3), utilizing a Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) delivery method. The selected developer will be responsible for financing, demolishing, designing, constructing, and maintaining the school facilities for up to 30 years.

Upcoming Milestones:

The following key milestones are crucial as the project moves forward:

- **Friday, April 18, 2025** – Last day to submit written questions and/or clarifications by 4:00 PM.
- **Wednesday, April 30, 2025** – DPW's anticipated response and replies to questions/clarifications by 4:00 PM.
- **Friday, May 23, 2025** – RFP Submittal Deadline by 4:00 PM.
- **Tuesday, June 3, 2025** – Convene RFP Evaluation Committee.
- **Wednesday, June 4 – Thursday, June 5, 2025** – Presentations and Interviews.
- **Friday, June 20, 2025** – Anticipated Selection Notice.

DPW Director Arriola highlighted the importance of adhering to the project timeline, which sets a strict two-year construction schedule for completion. "We are looking for innovation, efficiency, and creativity from our partners. The new Simon Sanchez High School will be a beacon of progress for Guam's educational infrastructure, and we are committed to ensuring that this project moves forward smoothly and on time," he stated.

The selection of the developer is expected to take place by **June 2025**, with groundbreaking slated for later in the year. The new school will serve up to **2,000 students** and **150 faculty and staff**, with features that include state-of-the-art classrooms, sports facilities, sustainability elements, and a focus on student success.

DPW encourages all interested firms to actively engage in the upcoming phases of the procurement process. As the project continues to gain momentum, the government remains committed to delivering a modern, top-tier educational facility that will benefit students, educators, and the entire community for generations to come.

"Let's build a school!"

****

SSFM International
Innovate | Adapt | Sustain

March 31, 2025 SSFM 2024_003.000

TO: Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attention: Mr. Vincent P. Arriola, Director

SUBJECT: RFP for New Simon S High School: Finance, Demolition, Design, build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM)
Project No. 730-5-1059-L-YIG

we transmit herewith the following:

1. 1 set RFP Project No. 730-5-1059-L-YIG [three (3) binders]

remarks:

SSFM INTERNATIONAL, INC.

Glenn Leon Guerrero
Senior Project Manager
email: gguerrero@ssfm.com

3-14-25

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:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

DRAFT

REQUEST FOR PROPOSALS

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:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

DRAFT

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

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

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

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio,** through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **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 11:00 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 immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS**
Friday, May 23, 2025, 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**

DRAFT

NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM

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Attachments

ATTACHMENT A: FINANCING SCOPE OF WORK
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ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM
ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS
ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

DRAFT

I. PROJECT OVERVIEW

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, 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 KÅHAT 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 KÅHAT 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&Epersonnel. 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:

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.

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:

r) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.

s) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

t) 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.

u) Please include your firm's latest audited financials for three (3) years.

v) Please describe any other terms and conditions your firm requires regarding this financing.

w) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

x) 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.

y) 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

a) The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KÅHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

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

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

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

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds, along with 2) the Notice of Award. The contractor must submit a separate invoice for 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 toto 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,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of

Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

XIX. EQUAL OPPORTUNITY

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

(b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals will be prepared. Proposals and modifications will be shown only to government personnel having a legitimate interest in them. The Register of Proposals will be opened to public inspection only after award.

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive" (*see RFP Attachment 8*). Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXII. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer has met the standards of responsibility, 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:

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) Reject any or all proposals received in response to this RFP in the best interests of DPW or the Government of Guam as provided in the Guam Procurement Regulations;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVI. NON-DISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), 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. 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.

XXXI. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

(1) **Financing Scope of Work** *(reference RFP ATTACHMENT A).*

(2) **Design/Construction & Insurance/Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B).*

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

(4) **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) *(reference RFP ATTACHMENT 2).* By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. *See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.*

(5) **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) *(reference RFP ATTACHMENT 3).* The bidder, 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).*

XXXII. OPENING OF PROPOSALS

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

XXXIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee

established by the ***"MA KÅHAT 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.

XXXIV. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any Proposers.

XXXV. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**20**	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects	**25**	

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).*		
Performance Issues 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**	

XXXVI. INDIVIDUAL EVALUATION FORM

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

XXXVII. SUMMARY EVALUATION FORM

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

XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. 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.

XLIV. 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.

XLV. DEFINITIONS

1. **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.

2. **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.

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

4. **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.

5. **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.

6. ***MA KÅHAT ACT OF 2013*** shall mean Chapter 58D of Title 5, Guam Code Annotated.

7. **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.

8. **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.

9. **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.

10. **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form

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

12. **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.

13. **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.

14. **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.

15. **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.

16. **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

FINANCING SCOPE OF WORK

ATTACHMENT A

DRAFT

FINANCING SCOPE OF WORK

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

The Proposer must also be able to provide capital maintenance and insurance for the school as a result of this RFP for the duration of the lease agreement. Funding shall be by annual legislative appropriation.

To minimize the cost to the Government of Guam, financing utilized by the successful proposer to fund the design, demolition, construction and FF&E services for the new Simon Sanchez High School ***shall*** be through tax-exempt obligations, or other financial instruments issued in conjunction with the Guam Economic Development Authority (GEDA). The successful Proposer and GEDA may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan.*

The purpose for this Section is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam in financing the design, demolition, construction and FF&E services of the new Simon Sanchez High School, amortized through the lease/lease-back payments from the Government of Guam to the successful Proposer, will be lower than regular commercial rates.

Proposer must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide typhoon, fire, earthquake and vandalism insurance as negotiated. Proposer must obtain all required property, liability and workmen's compensation insurance. The successful proposer shall provide a ***separate*** **cost** for the annual Insurance, Maintenance and Capital Maintenance of the new Simon Sanchez High School.

FINANCIAL DESCRIPTION

Leaseback agreement.

The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of no more than thirty (30) years from the scheduled date of completion of the school at a cost of one dollar ($1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this RFP for use as an educational facility.

The financing has been authorized by Chapter 58D of Title 5, Guam Code Annotated, known as the "*MA KÅHAT ACT OF 2013*" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

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

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

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

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High

School financing shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The Proposer may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*.

Supplemental Information

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

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

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

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

(end)

DESIGN/CONSTRUCTION
AND
INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

DRAFT

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Attachment B-1: Topographic Survey
Attachment B-2: Biological Assessment
Attachment B-3: Archaeology Report
Attachment B-4: Geotechnical Report
Attachment B-5: Programming Document Drawing Index Scope
Attachment B-6: Hazardous Material Demolition
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Attachment B-14: SSHS Finishes Document
Attachment B-15: Civil, Structural, Mechanical, Fire Protection, Electrical, and Telecom Narratives
Attachment B-16: CAHA Requirements
Attachment B-17: DPW Construction Management (CM) Requirements

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A. Project Timeframe: 730 days for construction and full occupancy.

B. General Design Requirements

1. Provide the Final A/E Construction Documents for the project and all permits/clearances for construction and occupancy.

   The design documents prepared by TRMA and its consultants are not final construction documents. These serve solely as a preliminary basis for the developer, the developer's contractor, and A/E Designers of Record who are responsible for preparing the final construction documents for building regulations compliance, final programming requirements, financing, constructability, maintenance, and final price determination.

2. The Developer is responsible for procurement and installation of Furniture, Fixtures, and Equipment (FF&E).

3. Facilitate GDOE Review of the Developer's A/E Final Construction Documents at 60% Design Development and Final Design stages. These include GDOE Commissioning Design Review.

4. Disregard references to alternate bid items in the programming documents. The total cost must be for the financing, construction, and maintenance of the entire project scope and itemized as required in Part D.

5. Provide biological conservation measures prior to use of the site for clearing & grading or demolition. Refer to Part F1.

6. Provide geotechnical investigation work required for the Final Construction Documents.

7. Expedite demolition, clearing & grading, geotechnical, and building permit applications. Design work for the Final Construction Documents may be structured to allow for demolition, geotechnical work, clearing, and grading permit applications prior to Final Construction Document completion.

8. Expedite design work needed for construction procurement of long-lead materials, building systems, and FF&E.

C. General Construction Requirements

1. Ensure that all construction phase requirements are met.

2. Provide all required insurance.

3. Coordinate with GDOE, SSHS, and FBLG:
   - Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
   - Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
   - Provide 3-weeks notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.

5. Obtain Demolition, Clearing & Grading, and Building Permits

6. Expedite procurement of long-lead materials, building systems, and FF&E.

7. Provide Temporary Utilities

8. Provide Engineering Special Inspections

9. Obtain Occupancy Permit

10. Comply with GDOE Commissioning Requirements

11. Provide and Install FF&E

12. Facilitate Sanitary Permit Application and Inspections with GDOE

13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

D. Project Scope

1. The project scope consists of:
   a. General Requirements for Design and Construction
   b. Financing
   c. Insurance, Capital Maintenance and Custodial Plan
   d. Site Development & Sports Facilities

e. Administration Building, Main Entrance, Covered Walkways, and Courtyard
f. A-wing Classroom Building
g. Gymnasium Building
h. B-wing Classroom Building
i. Cafeteria
j. JROTC Classroom Building and Multipurpose Space
k. C-wing Classroom Building
l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
m. Photovoltaic System
n. Rainwater Catchment System
o. Landscaping Plants, Irrigation, and Site Furnishing
p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

E. School Population
1. 2,000 students
2. Teachers and staff, 150 total
3. Buses, 22 total
4. Student & Guest Parking, 204 total
5. The programming document design is based on a 1,700-student population. The Final Construction Documents must comply with all requirements for a 2,000-student population except:
   a. No additional classroom spaces are required.
   b. No additional cafeteria seating is required.
   c. No additional gymnasium bleacher seating is required.
   d. No additional space is required for the library.
   e. No additional office space is required.
   f. No additional sports field spectator seating is required.
   g. No additional storage space is required.
   h. No additional courtyard seating is required.
   i. No additional employee and student parking is required.

F. Design Requirements:

1. Biological Conservation Measures
   a. Provide Biological conservation measures prior to any work onsite.

b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.
c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
e. Establish the new habitat prior to translocation of endangered species.
f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition
    a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
    b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
    c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
    d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop
    a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
    b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking
    a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.
    b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.

c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.
d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path
    a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.

6. Credit Recovery Building
    a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
    a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.

8. Drill Pad
    a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.

9. Courtyard Space and Main Entrance
    a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
    b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
    c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
    d. Provide four flag poles adjacent to the Main Entrance.
    e. Provide monument signage adjacent to the Main Entrance.
    f. Provide a covered walkway from the car rider drop-off area to the main office entrance.
    g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.

h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.
i. Provide convenience walkways through the courtyard space and uncovered seating.
j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.
k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.
m. Provide a stage for assembly events in the courtyard.
n. Do not place student lockers along the courtyard.
o. Provide student planting areas.
p. Provide trellis-covered outdoor learning areas.
q. Provide convenience outlets throughout the courtyard covered seating areas.
r. 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 located on the second floor above other rooms.

e. Exterior Doors & Windows
1) Comply with wind loading requirements and standard testing requirements.

2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
3) Provide aluminum storefront windows.
4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
5) Provide operable windows with screens at classrooms and offices
6) Provide air curtains at designated doors.
7) Provide ADA door operator systems at primary entrance doors.
8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
9) Provide aluminum accordion shutters for storefront doors and windows.
10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
11) Provide tinted safety glass for doors and windows.
12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
1) Provide secure roof access stairs.
2) Provide secure roof access ladders with fall protection.
3) Provide parapet walls or guardrails for roofs.
4) Provide fall protection system anchors where no parapet walls or guardrails are provided.
5) Provide aluminum guardrails with handrails at stairways.
6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
1) Provide plaster and paint finish for exposed concrete walls and columns.
2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.
5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
6) Provide paint patterns per the programming document design.

7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
8) Comply with room requirements for interior walls and FF&E.

h. Interior Floor Finishes
1) Provide VCT flooring for interior spaces except where otherwise required.
2) Provide Rubber tile flooring for the Cafeteria dining area,
3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
5) Provide porcelain ceramic wall and floor finish at restrooms.
6) Provide quarry tile floor finish at Kitchen areas.
7) Comply with room requirements for finishes.

i. Ceilings
1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
3) Provide water-resistant gypsum board for soffits and roof furring.
4) Provide ceiling access panels for maintenance requirements.
5) Provide acoustic ceiling elements per room requirements.
6) Provide seismic bracing for ceilings and soffits.
7) Comply with room requirements for ceiling height.

j. Interior Doors & Windows
1) Provide full lite doors at corridors.
2) Provide flush wood doors with vision panels at classroom/prep room entrance and storage doors.
3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
4) Provide clear safety glass for doors and windows.
5) Provide exit devices per egress requirements.
6) Provide window blinds except at clearstory windows
7) Provide acoustic windows and doors per room requirements.

k. Toilet Partitions & Accessories
1) Provide phenolic toilet partitions.

2) Provide shower partitions and curtains to separate each individual shower.
3) Provide toilet accessories for restrooms.
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 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
   - Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
   - Provide a combined Public Address, 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:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

ii. Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility

for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

iii. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.

iv. Maintain or cause to be maintained 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.

DRAFT

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	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
6	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	UndergroundWater Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr		x	x	x

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including 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 Secrity	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-8

DRAFT

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the 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*]:

Name	**Address**	**% of Interest**

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

Name	**Address**	**Compensation**

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

_____
Signature of one of the following:
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: _____

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: _____

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of 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: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

ATTACHMENT 4

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: _____.

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: _____.

AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of 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) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;

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 KÅHAT 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

ATTACHMENT 9

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 bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the *contract* documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	$

Annual Insurance and Maintenance

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

_____

(CONTRACTOR)

_____

(BY) *(Name and Signature)*

_____

(TITLE)

_____

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

DRAFT

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:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

DRAFT

REQUEST FOR PROPOSALS

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:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: _____

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga . Governor

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio**, through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **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 11:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 2nd floor of the ITC Building.** A **mandatory site visit** will follow immediately after the conference to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 11 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS**
Friday, May 23, 2025, 4PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**ANTICIPATED PRESENTATION & INTERVIEW DATE**
Friday, June 20, 2025	**ANTICIPATED SELECTION NOTICE**

NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM

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

II. 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 KÅHAT ACT OF 2013,*** Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be structured as an annually renewable lease, with automatic renewal provisions contingent on available pledged or reserved revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose corporate proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents within the timelines specified in this RFP.

III. 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.

IV. 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).

V. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the DPW Director Vincent Arriola via John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

VI. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Submittal with all the required forms/addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also consist of a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

VII. 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"** and must include one (1) original with all the required forms listed in Section XXXI- RFP ATTACHMENTS AND LEGAL REQUIREMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed individual Term Sheet and an individual Price Proposal.

VIII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11 inch format with font no less than 12-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments that are not part of the forty (40) pages should be clearly tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, background, qualifications, and expertise of the Proposer. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-
This should be an overview of the entire RFP Packet with a description of the general approach and/ or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP

Section 2: Table of Contents. Include a clear identification of the written material by section and by page number

Section 3: Cover Letter (max. 1 page)
Each proposal shall include a cover letter signed by a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The name, phone number and email address of the Proposer's contact person relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) Must also indicate whether operating as an individual proprietorship, partnership, corporation, or joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the "*MA KÅHAT ACT OF 2013" and any subsequent/relevant public laws*.**

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the overall project coordinator/manager. The manager candidate may be subject to DPW approval.

c) Organizational Charts for Proposer. This shall include two (2) charts: 1. A chart of all corporate entities on the Proposers team, and 2. A chart of all key personnel, with their titles and specific task assignments for the Project.

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. 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) Description of Proposer's technical competence and Proposer's ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Approach and Capacity of Proposer

Detailed description of the Proposer's plan, methods, and ability for carrying out the Project, including:

Construction and Insurance/Capital Maintenance

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

d) How the Proposer plans to ensure the project remains within the budgetary ceilings and budgetary parameters set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

e) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project. **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 that will streamline mobilization, expedite demolition and accelerate project completion.

g) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the

Government of Guam achieves the highest economic value throughout the design, construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies that will help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.

h) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

i) How the Proposer 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 bring the facility back online quickly 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 and 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 coverages.

o) Copy of Contractors License

p) Provide name and license of Proposer's Architectural/Engineering Design Team

q) Provide all required attachments listed in this RFP in an appendix not counted toward the forty (40) pages.

Financing

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

r) Proposer's proposed structure in detail, as well as provisions for extension of maturity, or roll-over, or any other hypothetical scenario.

s) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

t) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely manner. 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.

u) Please include your firm's three (3) years latest audited financials.

v) Please describe any other terms and conditions required by your firm, regarding this financing.

w) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

x) 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.

y) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide details on the pre-payment arrangement scenario.

Section 6- Experience on Similar Projects

Description of the Proposer's experience with respect to the area of building public schools or similar construction in size, price, and scope. Specially, please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide any examples of its experience in a municipal leaseback project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Include a discussion of 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 a contact name, telephone number and email address for the Owner.

ix. Discussion of claims, demands, and or litigation arising from the project and involving the Proposer, and the resolution of the same.

x. List projects that the Proposer has successfully completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the complexity of the project; and the needs of the clients, minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all suits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any and all claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/or litigation state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

Proposer must hold a Contractors License, which is current, valid and in good standing with the Guam Contractor's Licensing Board. Include a copy of your Contractor license and statement on whether license has been revoked or suspended in the last five (5) years.

If any of the following have occurred, please describe in detail the circumstances of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the needed services. Accordingly, Proposer may describe mitigating factors as a part of description of any of the above.

IX. TERMS OF PAYMENT

a) The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KÅHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

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

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

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

of Non-appropriation occurs, *I Liheslaturan Guahan* shall not be obligated to make payments of the Base Rentals and Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government of Guam's obligation to pay Rentals which are payable prior to the termination of the Lease.

e) If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

f) To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds along with 2) the Notice of Award. The contractor must submit a separate invoice for the Demolition and Clearing, which will be paid 30 days after receipt of invoice.

X. 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.

XI. 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.

XII. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are *"Mandatory"* as stated on the RFP Timelines. The pre-proposal conference shall be attended by a representative of the Proposer in-person and 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.

XIII. 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 Director of Public Works as the procurement officer via John Calanayan john.calanayan@dpw.guam.gov on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

XIV. 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 named contact individual at DPW. Questions about any part of this RFP shall be communicated in writing to the Department of Public Works for interpretation before the deadline. Proposers should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Proposers, and its receipt by the Proposer must be acknowledged.

XV. 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.**

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

XX. EQUAL OPPORTUNITY

(a) The DPW will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be

limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XXI. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. DPW RIGHTS RESERVED

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

a) Cancel or terminate this RFP as provided in the Guam Procurement Regulations;

b) Reject any or all proposals received in response to this RFP in the best interests of DPW or the Government of Guam as provided in the Guam Procurement Regulations;

c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;

d) Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;

e) Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or

f) If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVII. 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.

XXVIII. REJECTION OF PROPOSAL OFFER.

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

XXIX. CANCELLATION OF RFP SOLICITATION

Prior to the date deadline set for 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).

XXX. 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.

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:

(2) **Financing Scope of Work** *(reference RFP ATTACHMENT A).*

(3) **Design/Construction & Insurance/Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B).*

(4) **Affidavit Disclosing Ownership and Commissions** per 5 G.C.A. § 5233 *(reference: RFP ATTACHMENT 1).* As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the

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

(5) **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.*

(6) **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.*

(7) **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.*

(8) **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.*

(9) DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION *(reference: RFP ATTACHMENT 6).*

(10) ACKNOWLEDGEMENT OF RECEIPT FORM *(reference: RFP ATTACHMENT 7).*

(11) DPW CHECKLIST OF RESPOSIVENESS *(reference: RFP ATTACHMENT 8).*

(12) 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 KÅHAT ACT of 2013"*** **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee

Evaluation Process

1. Due to the complexity and diversity of the scope of services required in this RFP (finance, demolition, design, build, lease/leaseback, insurance and capital maintenance), DPW intends to convene the Evaluation Committee with subject matter experts (SMEs), to provide technical clarifications in specific areas. SMEs will not participate in scoring but may provide input to assist the committee in its evaluation.

2. Each member of the Evaluation Committee will evaluate each proposal based on the *qualifications* outlined in Section XXXIV. Evaluation, Rating and Selection Table. The sealed Term Sheet and Price Proposal will *not* be used as the basis of the evaluation.

3. Each member of the Evaluation Committee will evaluate each proposal and rank each proposal based on the assigned points for each criterion (i.e., the Proposer with the

greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest).

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer must appear in person. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. Proposers will be notified of the location of the interviews at a future date.

5. Tie Breaker Procedure: If two (2) or more Proposers ranks are determined to be equal, the Chairperson will evaluate the proposals to break the tie.

6. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference and submit it to the DPW Director and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

7. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

8. The Government will enter negotiations with the best qualified Proposer, at which time their sealed individual Term Sheet and individual Price Proposal will be opened for negotiation.

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	
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**20**	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement. (Refer to 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 toward:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

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

1. **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; 3) Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.

2. **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.

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

4. **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.

5. **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.

6. ***MA KÅHAT ACT OF 2013*** shall mean Chapter 58D of Title 5, Guam Code Annotated.

7. **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.

8. **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.

9. **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.

10. **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form

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

12. **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.

13. **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.

14. **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.

15. **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling and controlling large complex projects.

16. **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

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 KÅHAT ACT OF 2013*" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Proposer (Lessor) shall submit one (1) annual invoice in **original** form, for lease payments due as well as for base rentals to cover the cost of annual insurance and maintenance costs.

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

If an Event of Non-Appropriation has occurred, the Government shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the lease beyond the last day of the Renewal Term during which such Event of Non-Appropriation occurs.

If the Government fails to perform as Lessee under the lease or fails to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D108. However, once the term of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

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

FINANCE

Pursuant to 5 GCA §58D108, to minimize the cost to the government of Guam, financing utilized by the Proposer to fund the construction of and FF&E services for the new Simon Sanchez High School financing shall be through tax-exempt obligations, or other financial instruments; provided, that such financing is available at an interest rate of no more than eight-and-a-half percent (8.5%). The Proposer may use an alternative method of financing, including, but not limited to, a short-term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing will better serve the needs of the people of Guam, subject to approval by *I Liheslaturan Guåhan*.

Supplemental Information

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

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

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

iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

TERMS OF PAYMENT

(see RFP section VII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

(end)

DESIGN/CONSTRUCTION
AND
INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

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Attachment B-3: Archaeology Report
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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:
    - Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
    - Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
    - Provide 3-weeks notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.

5. Obtain Demolition, Clearing & Grading, and Building Permits

6. Expedite procurement of long-lead materials, building systems, and FF&E.

7. Provide Temporary Utilities

8. Provide Engineering Special Inspections

9. Obtain Occupancy Permit

10. Comply with GDOE Commissioning Requirements

11. Provide and Install FF&E

12. Facilitate Sanitary Permit Application and Inspections with GDOE

13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

D. Project Scope

1. The project scope consists of:
    a. General Requirements for Design and Construction
    b. Financing
    c. Insurance, Capital Maintenance and Custodial Plan
    d. Site Development & Sports Facilities
    e. Administration Building, Main Entrance, Covered Walkways, and Courtyard

f. A-wing Classroom Building
g. Gymnasium Building
h. B-wing Classroom Building
i. Cafeteria
j. JROTC Classroom Building and Multipurpose Space
k. C-wing Classroom Building
l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
m. Photovoltaic System
n. Rainwater Catchment System
o. Landscaping Plants, Irrigation, and Site Furnishing
p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

E. School Population
1. 2,000 students
2. Teachers and staff, 150 total
3. Buses, 22 total
4. Student & Guest Parking, 204 total
5. The programming document design is based on a 1,700-student population. The Final Construction Documents must comply with all requirements for a 2,000-student population except:
a. No additional classroom spaces are required.
b. No additional cafeteria seating is required.
c. No additional gymnasium bleacher seating is required.
d. No additional space is required for the library.
e. No additional office space is required.
f. No additional sports field spectator seating is required.
g. No additional storage space is required.
h. No additional courtyard seating is required.
i. No additional employee and student parking is required.

F. Design Requirements:

1. Biological Conservation Measures
a. Provide Biological conservation measures prior to any work onsite.
b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes

to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.

c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
e. Establish the new habitat prior to translocation of endangered species.
f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition
    a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
    b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
    c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
    d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop
    a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
    b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking
    a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.
    b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.
    c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.

d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path
    a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.

6. Credit Recovery Building
    a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
    a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.

8. Drill Pad
    a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.

9. Courtyard Space and Main Entrance
    a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
    b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
    c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
    d. Provide four flag poles adjacent to the Main Entrance.
    e. Provide monument signage adjacent to the Main Entrance.
    f. Provide a covered walkway from the car rider drop-off area to the main office entrance.
    g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.
    h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.

i. Provide convenience walkways through the courtyard space and uncovered seating.
j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.
k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.
m. Provide a stage for assembly events in the courtyard.
n. Do not place student lockers along the courtyard.
o. Provide student planting areas.
p. Provide trellis-covered outdoor learning areas.
q. Provide convenience outlets throughout the courtyard covered seating areas.
r. Provide maintenance hose bibs throughout courtyard space.
s. Civil, 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 located on the second floor above other rooms.

e. Exterior Doors & Windows
1) Comply with wind loading requirements and standard testing requirements.

2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
3) Provide aluminum storefront windows.
4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
5) Provide operable windows with screens at classrooms and offices
6) Provide air curtains at designated doors.
7) Provide ADA door operator systems at primary entrance doors.
8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
9) Provide aluminum accordion shutters for storefront doors and windows.
10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
11) Provide tinted safety glass for doors and windows.
12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
1) Provide secure roof access stairs.
2) Provide secure roof access ladders with fall protection.
3) Provide parapet walls or guardrails for roofs.
4) Provide fall protection system anchors where no parapet walls or guardrails are provided.
5) Provide aluminum guardrails with handrails at stairways.
6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
1) Provide plaster and paint finish for exposed concrete walls and columns.
2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.
5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
6) Provide paint patterns per the programming document design.

7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
8) Comply with room requirements for interior walls and FF&E.

h. Interior Floor Finishes
1) Provide VCT flooring for interior spaces except where otherwise required.
2) Provide Rubber tile flooring for the Cafeteria dining area,
3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
5) Provide porcelain ceramic wall and floor finish at restrooms.
6) Provide quarry tile floor finish at Kitchen areas.
7) Comply with room requirements for finishes.

i. Ceilings
1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
3) Provide water-resistant gypsum board for soffits and roof furring.
4) Provide ceiling access panels for maintenance requirements.
5) Provide acoustic ceiling elements per room requirements.
6) Provide seismic bracing for ceilings and soffits.
7) Comply with room requirements for ceiling height.

j. Interior Doors & Windows
1) Provide full lite doors at corridors.
2) Provide flush wood doors with vision panels at classroom/prep room entrance and storage doors.
3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
4) Provide clear safety glass for doors and windows.
5) Provide exit devices per egress requirements.
6) Provide window blinds except at clearstory windows
7) Provide acoustic windows and doors per room requirements.

k. Toilet Partitions & Accessories
1) Provide phenolic toilet partitions.

2) Provide shower partitions and curtains to separate each individual shower.
3) Provide toilet accessories for restrooms.
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 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
   - Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
   - Provide a combined Public Address, 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:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.
ii. Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility

for the Site, such insurance to afford protection to a limit of not less than $1,000,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

iii. Maintain or cause to be maintained earthquake and windstorm insurance for the Simon Sanchez High School Facility.

iv. Maintain or cause to be maintained 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.

DRAFT

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required /5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required /5-years			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required /5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Ligthing Systems including Interior and Exterior Incandescent and Flourecent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Condits, Consductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	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			
	Typical School Facility Components for Maintenance	Frequency	Janitorial	Preventive	Unscheduled	Capital
9	**Air Conditioning/Ventilation/Heating**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Syatems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2 Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annualy		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extiguishers	Annualy/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including 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 Secrity	As Required	x			

(end)

REQUIRED FORMS

ATTACHMENTS 1-8

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the 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*]:

Name	**Address**	**% of Interest**

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

Name	**Address**	**Compensation**

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

_____
Signature of one of the following:
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: _____

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: _____

AG Procurement **Form 003** (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of 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: _____, _____.

AG Procurement **Form 004** (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the 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: _____.

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: _____.

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AG Procurement **Form 005** (Nov. 9, 2010)

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of 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) That the proposer is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;

4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

_____
Signature

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 _____

_____

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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 KÅHAT 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

DRAFT

ATTACHMENT 9

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 bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	$

Annual Insurance and Maintenance

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

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The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

_____

(CONTRACTOR)

_____

(BY) *(Name and Signature)*

_____

(TITLE)

_____

(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM