

# **CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM**

## **Weekly Meeting with SSFM and DPW Director**

*Wednesday, April 2, 2025 ; 9am; DPW Director's Office*

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- I. CALL TO ORDER
- II. NEW BUSINESS
  - A. REVIEW RFP REGISTER
  - B. RFIs TO DATE
  - C. EMAIL CONFIRMATION: Proposers on number of participants at Friday's Pre-proposal conference and site visit- John Calanayan.
  - D. 9AM MANDATORY PRE-PRPOSAL CONFERENCE- Facilitator Joe
    - i. Review Draft Pre-Proposal Conference Program/ Agenda
    - ii. Review Director's DRAFT statement
    - iii. Logistics:
      - a. Signage/ Elevators
      - b. Sign-in Sheet
      - c. Minutes
      - d. TRMA renderings/ site plan
      - e. Handouts ( Pre-Proposal Program/ Agenda; Site Plan/ Power point?)
      - f. Sound system
  - E. 2PM MANDATORY SITE VISIT - Facilitator Cedric
    - i. Review Draft Mandatory Site Visit Program/ Agenda
    - ii. Logistics
      - a. Canopy
      - b. Sound system
      - c. Video Recording
      - d. TRMA renderings/ site plan
  - F. PRESS RELEASE (Post Preproposal Conference/ Site visit)
  - G. UPCOMING WEEKLY MEETING SCHEDULE
    - i. Weekly Friday Stakeholders Meeting.
    - ii. Weekly DPW Procurement Staff and CM Meetings (Address RFIs, questions, next steps).
  - H. ADJOURN

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### **UPCOMING MILESTONES**

- **Friday, April 4<sup>th</sup>:** Mandatory Pre-Proposal Conference (9am) and Mandatory Site Visit (2pm)
- **Friday, April 18<sup>th</sup>, 4pm:** Last day to submit written questions and/or clarifications.
- **Wednesday, April 30<sup>th</sup>, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **May 23, 2025, 4pm:** RFP Submittal Due Date
- **Tuesday, June 3<sup>rd</sup>:** Convene RFP Evaluation Committee
- **Wednesday, June 4<sup>th</sup>:** Thursday, June 5<sup>th</sup> : Presentations and Interviews
- **Friday, June 20<sup>th</sup>:** Anticipated Selection Notice

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## **EMAILED TO CEDRIC AND ELMER at TRMA on 21Apr 25**

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



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[gguerrero@ssfm.com](mailto:gguerrero@ssfm.com) | [www.ssfm.com](http://www.ssfm.com)



COMPANY	NAME	EMAIL	PHONE	DATE
Core Tech Intl	Kier Cubalan	<a href="mailto:kier.cubalan@coretechintl.com">kier.cubalan@coretechintl.com</a>	671-486-4469	20250523
Pacific Data Systems	Jessica	<a href="mailto:jessica@pdsguam.com">jessica@pdsguam.com</a>	671-300-0219	20250523
Pacific Rim	Darren Palmes	<a href="mailto:darren.palmes@pacificrimgc.com">darren.palmes@pacificrimgc.com</a>	671-989-9960	20250523
General Pacific		<a href="mailto:Sangcalalang@gmail.com">Sangcalalang@gmail.com</a>	671-898-2351	20250523
E&F United		<a href="mailto:studiojaeji@gmail.com">studiojaeji@gmail.com</a>	671-688-1779	20250523
Catcon Construction		<a href="mailto:seluzano@gmail.com">seluzano@gmail.com</a>	671-777-7347	20250523
Pacific Federal Marasout		<a href="mailto:lacee.guerrero@pfmguam.com">lacee.guerrero@pfmguam.com</a>	671-688-8281	20250523
Guam Educational Financing Foundation		<a href="mailto:flores.lani@gmail.com">flores.lani@gmail.com</a>	671-788-5554	20250523
Eastern Pacific Engineering & Construction		<a href="mailto:leecruz@easternpacificec.com">leecruz@easternpacificec.com</a>	671-483-9770	20250523
Future World Corporation		<a href="mailto:arnoldfelizardo@futureworldguam.com">arnoldfelizardo@futureworldguam.com</a>	671-998-1008	20250523
Mase Construction		<a href="mailto:admin@maseconstructionguam.com">admin@maseconstructionguam.com</a>	671-688-3154	20250523



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

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## 250403 GDOE SUPERINTENDENT DRAFT TALKING POINTS

1 message

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Joseph W Duenas <jduenas@ssfm.com>

Thu, Apr 3, 2025 at 10:31 AM

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

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Donna Herrero <donna.herrero@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Hi Director Arriola,

As requested in our meeting yesterday, attached you will find DRAFT Talking Points for the GDOE Superintendent for tomorrow's SSHS Preproposal Conference.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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T 671.646.7736 | F 671.300.7738

jduenas@ssfm.com | [www.ssfm.com](http://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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## **SSHS PREPROPOSAL CONFERENCE DRAFT TALKING POINTS**

### **GDDOE SUPERINTENDENT**

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- This RFP has been months in the making, we have met weekly, with deep collaboration between the DPW, GDOE, the Simon Sanchez High School Principal, GEDA, the Attorney General's Office and other government officials.
- At the heart of this project is the commitment to our students and the educators who shape their futures.
- This new facility will not just be a building, but a place where learning, growth, and inspiration happen every day. We are ensuring that our students have access to modern, well-equipped classrooms and safe, engaging spaces for their extracurricular activities.
- It is a long-term investment in the future of our children and educators. With this new facility, we are ensuring that the Simon Sanchez Sharks, and all students who walk through those doors, will have the opportunity to learn in a space that fosters growth, innovation, and success."
- As you prepare your proposals, think about the students and teachers who will benefit from this project.
- We are looking for a long-term partner who will build this school within the aggressive two-year timeline and a partner who shares our commitment to education and who will bring creative solutions to build a school that serves the community for generations to come.
- Let's continue to work together and make this a reality for our students and teachers.

\*\*\*\*



Gmail

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

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## FW: SSHS RFP Pre-conference & Site Visit

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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>

03 APR 2025

Glenn Guerrero | Senior Project Manager



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**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,

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  - f. Cedric Cruz will conduct the meeting to include introducing speakers. Please point out the following:
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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



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*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*

## **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***

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129K

**Alvin Bejosa** <abejosa@ssfm.com>

Fri, Apr 4, 2025 at 1:40 AM

To: Joseph W Duenas <jduenas@ssfm.com>, "John F. Calanayan" <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>, Donna Herrero <donna.herrero@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 Joe,

Confirming receipt of the agenda. I will file it accordingly.

Best Regards,

Alvin Bejosa | Project Coordinator



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abejosa@ssfm.com | [www.ssfm.com](http://www.ssfm.com)

[Quoted text hidden]



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

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## 250404 SSHS PREPROPOSAL CONFERENCE AGENDA PROGRAM FINAL

2 messages

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Joseph W Duenas <jduenas@ssfm.com>

Thu, Apr 3, 2025 at 2:57 PM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Alvin Bejosa <abejosa@ssfm.com>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@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 John and Alvin,

Attached you will find the final SSHS Agenda for tomorrow's SSHS Mandatory Preproposal Conference.

I'm assuming you will need it for the DPW Procurement File.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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

## 250404 SSHS PREPROPOSAL CONFERENCE AGENDA PROGRAM FINAL

Joseph W Duenas <jduenas@ssfm.com>

Thu, Apr 3, 2025 at 2:57 PM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Alvin Bejosa <abejosa@ssfm.com>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@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 John and Alvin,

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I'm assuming you will need it for the DPW Procurement File.

Thanks,

Joe

  
07 APR 2025

Joseph W. Duenas, ENV SP | Pacific Area Manager



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

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



*Director*  
**LINDA J. IBANEZ**  
*Deputy Director*  
**ERNEST G. CANDOLETA, JR.**  
*Deputy Director*

**NEW SIMON SANCHEZ HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &  
INSURE/CAPITAL MAINTENANCE (FDDBLM)  
PROJECT NO. 730-5-1059-L-YIG**

**PRE-PROPOSAL CONFERENCE PROGRAM/ AGENDA**

*Friday, April 4, 2025; 9AM; ITC Building, GEDA, 5<sup>th</sup> Floor Conference Room*

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- I. CALL TO ORDER**
- II. ROLL CALL**
- III. OPENING REMARKS**
- IV. 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.

## **V. 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.

## **VI. SELECTION SCHEDULE:**

The selection schedule is projected to be as follows (all dates and time are Guam Standard Time):

<i>Friday, March 28, 2025</i>	AVAILABILITY OF RFP DOCUMENTS
<i>Friday, April 4, 2025, 9AM</i>	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW @ 2pm
<i>Friday, April 18, 2025, 4 PM</i>	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
<i>Wednesday, April 30, 2025, 4 PM</i>	ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS
<i>Friday, May 23, 2025, 4 PM</i>	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
<i>Wed-Thursday, June 4-5, 2025</i>	ANTICIPATED PRESENTATION & INTERVIEW DATE
<i>Friday, June 20, 2025</i>	ANTICIPATED SELECTION NOTICE

## **VII. 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](mailto: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: FDBLM 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](mailto: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.**

#### **VIII. 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.

#### **IX. 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 KÁHAT ACT OF 2013**" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS. Further details are outlined in the "Terms of Payment" section of your RFP package.

#### **X. 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 KĀHAT 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)**

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( ) **DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION (Attachment 6)**

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( ) **ACKNOWLEDGEMENT OF RECEIPT FORM (Attachment 7)**

☐ Must be complete and signed

( ) **DPW CHECKLIST OF RESPONSIVENESS (Attachment 8)**

☐ Must be completed

**XI. 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.

**XII. QUESTIONS (State your name and company)**

*Reminder: 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.*

**XIII. ADJOURN**

011-0603



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

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



*Director*

**LINDA J. IBANEZ**

*Deputy Director*

**ERNEST G. CANDOLETA, JR.**

*Deputy Director*

**NEW SIMON SANCHEZ HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &  
INSURE/CAPITAL MAINTENANCE (FDDBLM)  
PROJECT NO. 730-5-1059-L-YIG**

**PRE-PROPOSAL CONFERENCE PROGRAM/ AGENDA**

*Friday, April 4, 2025; 9AM; ITC Building, GEDA, 5<sup>th</sup> Floor Conference Room*

---

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. OPENING REMARKS**
- IV. 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.

## **V. 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.

## **VI. SELECTION SCHEDULE:**

The selection schedule is projected to be as follows (all dates and time are Guam Standard Time):

<i>Friday, March 28, 2025</i>	AVAILABILITY OF RFP DOCUMENTS
<i>Friday, April 4, 2025, 9AM</i>	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW@ 2pm
<i>Friday, April 18, 2025, 4 PM</i>	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
<i>Wednesday, April 30, 2025, 4 PM</i>	ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS
<i>Friday, May 23, 2025, 4 PM</i>	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
<i>Wed-Thursday, June 4-5, 2025</i>	ANTICIPATED PRESENTATION & INTERVIEW DATE
<i>Friday, June 20, 2025</i>	ANTICIPATED SELECTION NOTICE

## **VII. 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](mailto: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](mailto: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.**

#### **VIII. 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.

#### **IX. 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.

#### **X. 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 KÁHAT 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)**

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**XII. QUESTIONS (State your name and company)**

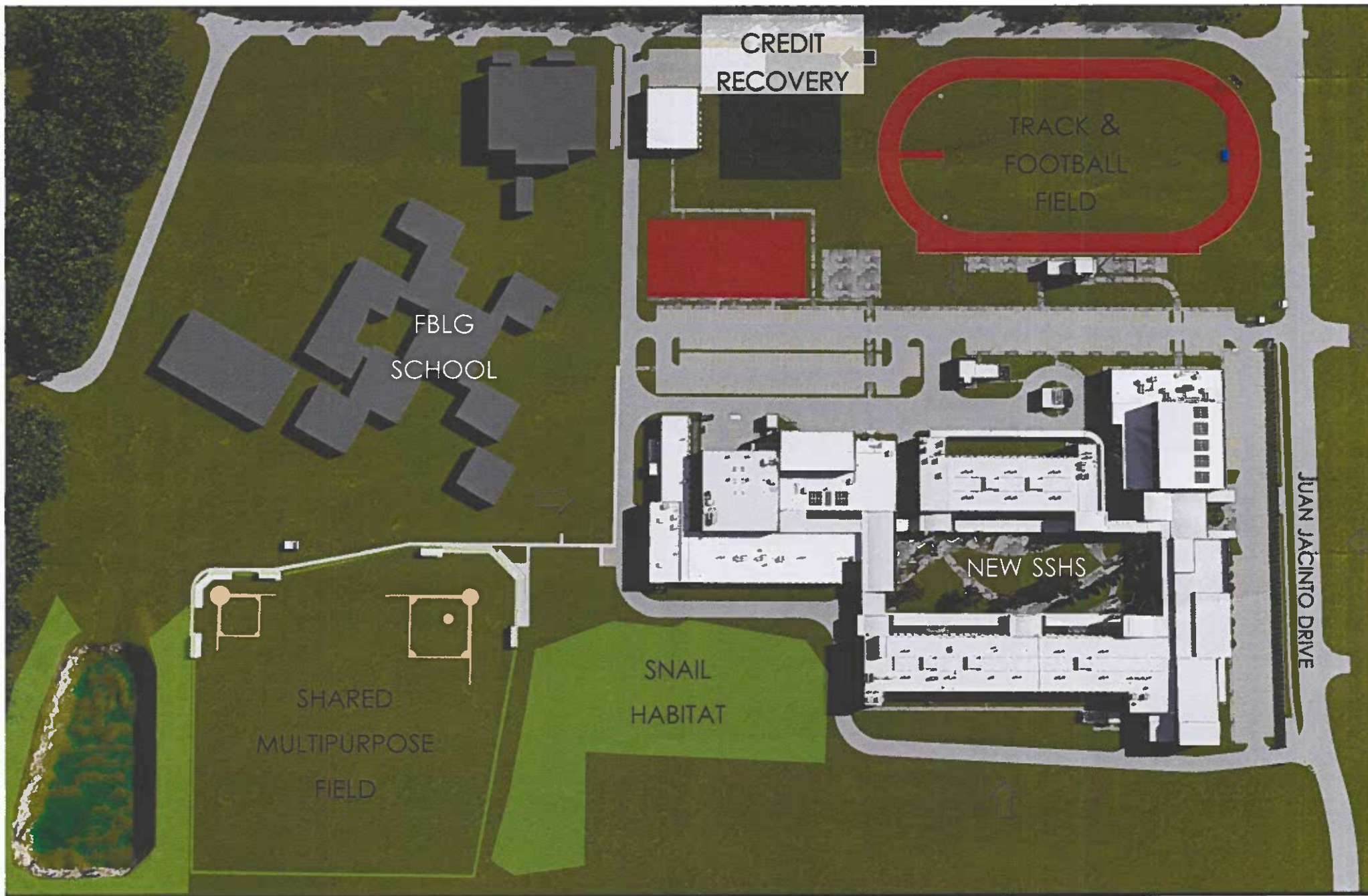
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*sole point of contact at the Department of Public Works for interpretation before the deadline.*

**XIII. ADJOURN**









Gmail

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

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**Press Release ref: SSHS**

1 message

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

Fri, Apr 4, 2025 at 9:40 AM

To: Krystal Paco-San Agustin <krystal.paco@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>

Good morning Krystal,

Please find the attached press release for your review. Per Deputy Ibanez please go ahead and release now. Please acknowledge receipt of this email and attachment.

Donna Herrero,  
Private Secretary  
Department of Public Works  
(671)647-5055



**Pages from dir25-0604.pdf**

391K

**LOURDES A. LEON GUERRERO**  
GOVERNOR



**JOSHUA F. TENORIO**  
LT. GOVERNOR

**UFISINAN I MAGA'HĀGAN GUĀHAN**  
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

**RICARDO J. BORDALLO GOVERNOR'S COMPLEX**  
513 W. Marine Corps Drive Hagåtña, Guam 96910  
governor.guam.gov | (671) 472-8931

- 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, Liguán 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: 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 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 28<sup>th</sup>, 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: 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.

####



Gmail

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

---

## Fwd: Guam Daily Post - request to know packet pickups

1 message

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

Fri, Apr 4, 2025 at 3:25 PM

To: Erica Taitano <erica.taitano@dpw.guam.gov>, Skyler Suarez <skyler.suarez@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Add to the communication log.

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

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

Date: Fri, Apr 4, 2025 at 2:53 PM

Subject: Re: Guam Daily Post - request to know packet pickups

To: John O'Connor <john@postguam.com>

Hafa Adail

As per your request. Thank you!

On Thu, Apr 3, 2025 at 1:41 PM John O'Connor <john@postguam.com> wrote:

Hello Deputy Ibanez,

Do you happen to know how many packets have so far been picked up for the Simon Sanchez High rebuild project?

How much longer will the packets be available for pickup?

Regards,

John O'Connor

Guam Daily Post

(671) 727-0619

"Disclaimer: The content of this message is confidential and intended only for the use of the individual or entity to which it is addressed. If you have received it by mistake, please inform us by an email reply and then delete the message. It is prohibited to copy, forward, or in any way reveal the contents of this message to anyone. The integrity and security of this email cannot be guaranteed over the Internet. Therefore, the sender will not be held liable for any damage caused by the message."



Updated RFP SSHS registration sheet.pdf

201K



# 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	TEL. NO.	SUBMIT/ PICK-UP	TIME	DPW REPRESENTATIVE
		PRINT & SIGN	FAX NO	DATE		PRINT & SIGN
<del>ARNOLD FELIZARD</del> FUTURE WORLD CORPORATION	<del>arnoldfelizardo@futureworldguam.com</del>	ARNOLD FELIZARD	998-1008	3/28/25	3:47	<del>Erica Titano</del>
MACE CONSTRUCTION	admin@maceconstruction.com	Tess Esten	—	4/1/25	1:10pm	Erica Titano
MORRIS EQUIPMENT	Sales @ Morris Equipment rental @ Morris Equipment	Patricia Chongwat	649-1946	4/3/25	9am	Erica Titano
BME & SONS, INC.	rmazan@bmacs.com	ROBERT MAZAN	N/A 487-2069	4/3/25	10:00am	Erica Titano
DSU INVESTMENTS	dauidsuwong@gmail.com	DAVID SU	988-8888	4/3/25	4:55pm	Erica Titano
J&B MODERNTECH /	JBAUGISAN @ YAHOO.COM	JACINTO M. BAUGISAN	486-0079	4/4/25	10:15	Erica Titano
ARCADI CAPITAL LLC	genebangyan@bmacs.com	genebangyan	646-8588	4/4/25	10:15	Erica Titano
J&B MODERN TECH	genebangyan@bmacs.com	genebangyan	646-8588	4/4/25	10:15	Erica Titano
ARCADI CAPITAL LLC	genebangyan@bmacs.com	genebangyan	646-8588	4/4/25	10:15	Erica Titano
ELCAPRA	ROBERTO.PHIL@GMAIL.COM	PHIL ROBERTO	483-3412	4/4/25	10:25	Erica Titano



**GOVERNMENT OF GUAM  
RFP REGISTER**

- ( X ) RFP DOCUMENTS:  
( ) RFP SUBMITTAL:  
( ) ADDENDUM NO.:  
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**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	TEL. NO.	SUBMIT/ PICK-UP DATE	TIME	DPW REPRESENTATIVE
		PRINT & SIGN	FAX NO			PRINT & SIGN
Core Tech International	kier.cubalan@coretechintl.com	Kier Cubalan	671-486-4469	3/28/25	9:00	J. Cafaraya
PACIFIC DATA SYSTEMS	jessica@pdsguam.com	Jessica Segueren	671-300-0219	3/28/25	9:39	J. Cafaraya
Pacific Rim	darren.palmer@pacificrimgc.com	Darren Palmer	671-989-9960	3/28/25	9:54	J. Cafaraya
GENERAL PACIFIC	Sang Calalang@gmail.com	Sang Calalang	898-2351	3/28/25	1:46	Skylar Suarez
E I F UNITED	studiojazzji@gmail.com	Jack Ji	688-1779	3/28/25	2:12	J. Cafaraya
CATCON CONST.	setuzano@gmail.com	Sam Luzano	777-7347	3/28/25	2:25	J. Cafaraya
Pacific Federal Insurance	lance.guerrero@pfmgm.com	Lance Guerrero	688-8251	3/28/25	2:29	J. Cafaraya
Guam Educational Financing Foundation	florez.lam@gmail.com	Lani Flores	788-5554	3/28/25	2:58	J. Cafaraya
Eastern Pacific Engineering & Constr.	LeeCruz@easternpacific.com	Lee Cruz	483-4770	3/28	3:31	J. Cafaraya



Gmail

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

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## Marianas Business Journal - Comment on today's Conference and Site Visit for the new SSHS campus project

---

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

Fri, Apr 4, 2025 at 3:21 PM

To: Skyler Obispo <reporter2@glimpsesofguam.com>

Cc: "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

 07 APR 2025

Hafa Adai Skyler,

In response to your query regarding the new SSHS campus project, I would like to provide you with the milestones of the RFP for your reference:

- \* 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.

I hope this information is helpful for your report.

Best regards,

Linda

[Quoted text hidden]

---

## Marianas Business Journal - Comment on today's Conference and Site Visit for the new SSHS campus project

---

**Skyler Obispo** <reporter2@glimpsesofguam.com>

Fri, Apr 4, 2025 at 2:12 PM

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

Cc: "linda.ibanez@dpw.guam.gov" <linda.ibanez@dpw.guam.gov>

Hafa adai Director Arriola,

My name is Skyler Obispo, a reporter with the Marianas Business Journal.

I was hoping to get a quick comment on what were some of the specific questions the developers had for the project and what were the sentiments they had during the site visit. Also were there any major concerns the developers had about the project?

Thank you and hope to hear from you soon!

Best regards,

**Skyler Von Guerrero Obispo**

Reporter, Glimpses Media

Marianas Business Journal | Guam Business Magazine

Tel: (671) 649-0883 ext. 131 | Mobile: (671) 929-8767

[reporter2@glimpsesofguam.com](mailto:reporter2@glimpsesofguam.com)



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Any views or opinions presented are solely those of the author and do not necessarily represent those of the company.



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

## Fwd: Marianas Business Journal - Comment on today's Conference and Site Visit for the new SSHS campus project

2 messages

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

Fri, Apr 4, 2025 at 3:23 PM

To: Erica Taitano <erica.taitano@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Skyler Suarez <skyler.suarez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

All,

This would need to be on placed on the communication log . Who is currently responsible for this?

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

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

Date: Fri, Apr 4, 2025 at 3:21 PM

Subject: Re: Marianas Business Journal - Comment on today's Conference and Site Visit for the new SSHS campus project

To: Skyler Obispo <reporter2@glimpsesofguam.com>

Cc: vince.arriola@dpw.guam.gov <vince.arriola@dpw.guam.gov>, John F. Calanayan <john.calanayan@dpw.guam.gov>

Hafa Adai Skyler,

In response to your query regarding the new SSHS campus project, I would like to provide you with the milestones of the RFP for your reference:

- \* 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.

I hope this information is helpful for your report.

Best regards,

Linda

On Fri, Apr 4, 2025 at 2:12 PM Skyler Obispo <reporter2@glimpsesofguam.com> wrote:

Hafa adai Director Arriola,

My name is Skyler Obispo, a reporter with the Marianas Business Journal.

I was hoping to get a quick comment on what were some of the specific questions the developers had for the project and what were the sentiments they had during the site visit. Also were there any major concerns the developers had about the project?

Thank you and hope to hear from you soon!

Best regards,



**Skyler Von Guerrero Obispo**

Reporter, Glimpses Media

Marianas Business Journal | Guam Business Magazine

Tel: (671) 649-0883 ext. 131 | Mobile: (671) 929-8767

[reporter2@glimpsesofguam.com](mailto:reporter2@glimpsesofguam.com)



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Any views or opinions presented are solely those of the author and do not necessarily represent those of the company.

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

Fri, Apr 4, 2025 at 3:51 PM

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

Cc: Erica Taitano <erica.taitano@dpw.guam.gov>, Skyler Suarez <skyler.suarez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Deputy,

I have the SSHS communication log that Clarissa guided me in creating. This will be added to the communication log, as requested.

Respectfully,

**Valarie A. San Nicolas-Cruz**

**Department of Public Works**

*"We can be changed by what happens to us. But I refuse to be reduced by it."*

*CONFIDENTIALITY NOTICE: The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and other parties authorized to receive it. It may contain confidential or legally privileged communication. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this e-mail and then immediately delete it from your system. Opinions contained in this e-mail or any of its attachments do not necessarily reflect the opinions of the Agency*

[Quoted text hidden]





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

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



*Director*

**LINDA J. IBANEZ**

*Deputy Director*

**ERNEST G. CANDOLETA, JR.**

*Deputy Director*

**NEW SIMON SANCHEZ HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &  
INSURE/CAPITAL MAINTENANCE (FDDBLM)  
PROJECT NO. 730-5-1059-L-YIG**

**PRE-PROPOSAL CONFERENCE PROGRAM/ AGENDA**

*Friday, April 4, 2025; 9AM; ITC Building, GEDA, 5<sup>th</sup> Floor Conference Room*

---

**I. CALL TO ORDER**

**09:02 AM Welcome greetings by VA**

**II. ROLL CALL**

**Government:**

**VA, LI, ET, SS, VS, EC, JC (DPW)**

**JD, GLG, EH, VV, CG, TN, LL (SSFM)**

**Lester Carlson (BBMR)**

**Tina Garcia, Carlos Bordallo, Angie Rios, John San Nicolas (GEDA)**

**CM (SSHS)**

**CC, EP (TRMA)**

**Proposers by Company:**

**Tri-Spec**

**Core Tech International**

**Morrico Equipment**

**JB Modern Tech / Alkadi Capital LLC**

**General Pacific Services**

**Mase Construction**

**GEFF III**

**E&F United**

**PDS**

**Pacific Rim2z**

**Pacific Federal Management**

**DCS**

**CATCON**

**Future World**

**Tridon Corp**

**DSU Investments**

**GPS/ CAPFA**

**ENGEO**

**Eastern Pacific Engineering and Construction**

### **III. OPENING REMARKS**

**Speaker: VA, DPW**

**Introduction of Evaluator's (6)**

**Joe Borja, DLM**

**Carlos Bordallo, GEDA**

**Dr. Eric Swanson, GDOE**

**Benny San Nicolas, DPW**

**Carla Masanayan, SSHS**

**Vince Arriola, DPW**

**Stated intent of RFP**

- **True partnership**
- **Finance, Design, Build, Maintain and Leaseback to GDOE**

**Speaker: Lester Carlson, BBMR**

**States the financing SHALL be through municipal financing.**

**Clarifies P3 standing, GDOE will be a partner in carrying out this endeavor, GEDA will go to the bond market. Emphasized importance of the Ma Kahat Act Restraints and authorizations.**

### **IV. INTENT**

**Speaker: JD, SSFM**

**Read verbatim IV - XI**

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, build, lease/leaseback, and insure/capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the **MA KAHAT ACT OF 2013**, Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be an annually renewable lease with automatic renewal provisions contingent on available pledged or reserved

revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

## **V. 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.

## **VI. SELECTION SCHEDULE:**

The selection schedule is projected to be as follows (all dates and time are Guam Standard Time):

<i>Friday, March 28, 2025</i>	AVAILABILITY OF RFP DOCUMENTS
<i>Friday, April 4, 2025, 9AM</i>	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW@ 2pm
<i>Friday, April 18, 2025, 4 PM</i>	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
<i>Wednesday, April 30, 2025, 4 PM</i>	ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS
<i>Friday, May 23, 2025, 4 PM</i>	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
<i>Wed-Thursday, June 4-5, 2025</i>	ANTICIPATED PRESENTATION & INTERVIEW DATE
<i>Friday, June 20, 2025</i>	ANTICIPATED SELECTION NOTICE

## **VII. 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](mailto: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](mailto: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.**

## **VIII. 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.

## **IX. 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 KĀHAT ACT OF 2013"** AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS. Further details are outlined in the "Terms of Payment" section of your RFP package.

## **X. SPECIAL REMINDER TO PROSPECTIVE OFFERORS**

**Speaker: JD, SSFM**

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 KĀHAT 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

**XI. 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.

**XII. QUESTIONS (State your name and company)**  
**No questions asked.**

## DPW DIRECTOR DRAFT OPENING STATEMENT

### SSHS PRE-PROPOSAL CONFERENCE

April 4, 2025; 9am; GEDA Conference Room

---

Good morning and thank you all for attending today's Mandatory Pre-Proposal Conference for the construction of the new Simon Sanchez High School.

First, I want to acknowledge the collective efforts of our dedicated teams at DPW, GDOE, Simon Sanchez Administrators, GEDA, and the Attorney General's Office. Together, we've spent the past several months meticulously crafting the Request for Proposal (RFP) you've received today. This is not just any project – this is a pivotal, long-term investment in the future of our island's children and the entire community.

Let me be clear about what we are seeking:

- We are not just looking for a contractor to build a school; we are seeking a true **partner** for the Simon Sanchez Sharks, a partner who will stand by this school for the next 30 years.
- This partnership will not end with construction. We're seeking a partner who can finance, design, build, maintain, and leaseback this facility to us. This is a comprehensive, forward-thinking solution that will serve the needs of the school and the community for decades.
- We are looking for a developer who understands the **urgency** of this project. With a strict two-year timeline to complete construction, we need someone who can rise to the challenge, understand the weight of this responsibility, and ensure we meet the needs of our students and staff without compromise.
- Above all, we are looking for innovation. We need a partner who will bring creative and efficient solutions in terms of **materials, methods, means, and scheduling**—solutions that will not only ensure the highest quality but will also meet the ambitious timeline we've set.

As you prepare your proposals, I strongly encourage you to showcase how your team's **out-of-the-box thinking** and **innovative approaches** can set you apart. We want to see bold ideas that balance excellence, efficiency, and sustainability. Innovation is key to the success of this project, and we want to hear how you plan to deliver a modern, top-tier educational facility that will benefit students, educators, and the community for years to come.

In closing, thank you again for your participation. This project is not only crucial for the Simon Sanchez Sharks, but for the future of education in our community. I look forward to reviewing your proposals, and I wish you the best of luck.

Let's build a school!

\*\*\*\*\*

**Speaker: VA, DPW**

**Announces Mandatory Site Visit today (Friday, April 4, 2025) at 13:00**

*Reminder: No oral explanation regarding 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.*

**XIII. ADJOURN**

**Meeting adjourned at 09:33 AM**

---

*Submitted by: John C. Calanayan*

---

*Date*





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

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



VINCENT P. ARRIOLA

Director

LINDA J. IBANEZ

Deputy Director

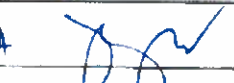









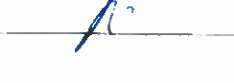
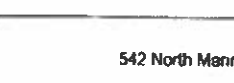

ERNEST G. CANDOLETA JR.

Deputy Director

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Cedric Cruz		TRMA	780. 9674	ccruz@trugam.com
2	AUSTIN SUVA		TRI - SPEC	671 804 9123	AUSTINOSUVA@TRI-SPEC.COM
3	PRINCESS PANERGO		TRI- SPEC	671- 484-0036	cpanergo.tri-spec@gmail.com
4	RAMIR JAVELOSA		CTI	671-486-5118	ramir.javelosa@coretechintl.com
5	ELMER PRUDENTE		TRMA	483475-8772	EPrudente@trugam.com
6	Jesse Muñoz		Morico Equipment	671-482- 4750	jesse.munoz@moricoequipment.com
7	JACINTO PAGUIGA		JBMOORETECH / ALKADI CAPITAL LLC	671- 486-6021	JPAGUIGA@TAMSO.COM

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	MARTIN ESMA		MASE Construction	671 687 3154	admin@maseconstruction.com
9	PETER AIDEN VISA		XUADI CAPITAL LLC / J & B MODERN TECH	671 482 3995 671-646 0588	gene.bangayan@jbmoderntech.com
10	ELEASAR CALALAN		GENERAL PACIFIC SERVICES	646-2267 898-2251	Sally.Calalan@gmail.com
11	JOHN F. CALANAYAN		DPW-CIP	646 3189	john.calanayan@dpw.guam.gov
12	Leila Flores		GEFF III	788-5554	flores.lani@gmail.com
13	JAE JI		E & F UNITED	688-1779	studiojaeji@gmail.com
14	JEFF TESTON		PDS	787-2027	jeff@pds-guam.com
15	Darren Palmer		Pacific Rim	777-5273	darren.palmer@pacificrimgc.com
16	Lacee Martinez		Pacific Federal Mutual	68882 61	lacee.guerreiro@pfmguam.com
17	JEFFREY CORREA		COMTECH	488-0777	j.correa@ncmacario.com
18	CARLA MACNAY		GSHS	483540	cdmacnay@gdae.net
19	Carlos Bordaño		GEDA	777-0977	carlos.bordano@investguam.com
20	RODIL PALMARES		FUTURE WORLD	688-4829	rodil.palmares@futureworldguam.com
21					



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

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


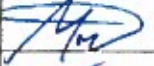






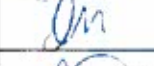







VINCENT P. ARRIOLA  
Director  
LINDA J. IBANEZ  
Deputy Director  
ERNEST G. CANDOLETA JR.  
Deputy Director

### ATTENDANCE SHEET


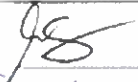







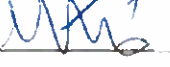
PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Joseph W. Duenas		SSFM	488-8788	jduenas@ssfm.com
2	EO HIPOLITO		SSFM	488 8325	ehipolito@ssfm.com
3	Linda J. Ibanez		DPW	(671) 898-1763	linda.ibanez@dpw.guam.gov
4	Vincent Arriola		DPW	(671) 446-3232	
5	Valerie Samalalan		DPW	(671) 448-3131	valerie.samalalan@dpw.guam.gov
6	Connie Garrido		SSFM	988-8657	cgarrido@ssfm.com
7	Leila Ludwig		SSFM	788 8330	lludwig@ssfm.com

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	VILIAMÉ VUETIBAN		SSFM	687-8454	vvuetiban@ssfm.com
9	Gleido Lozano		SSFM	488-1323	sguencro@ssfm.com
10	Thuy Nguyen		SSFM	7145487684	tinguyen@ssfm.com
11	Angelene ROS		COETA	671 687 2029	angeleneros@investiguam.com
12	ERNEST CONDELETA		DPW	671 484 4829	ernest.condeleta@dpw.guam.gov
13	Skylar Suarez		DPW	671-489-2085	skylarsuarez@gmail.com Skylar.Suarez@dpw.guam.gov
14	<del>ARTHUR SUI</del>				
15	ARIFIAN PANERGO		TRISPEC	671 484 0036	arpanergo.TRISPEC@gmail.com
16	ARIC PARKER		DPW	671-687-1161	ARIC.PARKER@dpw.guam.gov
17	Iesha Tulop		DCS	671-700-7695	itulop.catalystguam@usa.com
18	SHIS LUGANO		CATCUN/REGIONAL	671 777-7349	slugano@gmail.com
19	Joseph Park (Philip)		EPEC	671-747-7944	philip.park@easternpacific.ec.com
20	JOSEPH ANDREY DIMACULANGAN		HASE CONSTRUCTION	671-747-3054	admin@haseconstruction@guam.com
21	KEN SAN NICOLAS		PFM	671-688-8705	KEN.SN@PFMGLIAMI.COM





No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	Alon Elamparo		CORE TECH	671-475-5000 671-486-5030	alon.elamparo@coretechintl.com
23	Edmond Salvador		Tridon Corp	671-864-0405	esalvador@tridoncorp.com
24	RICHARD S CHI		Future World Corp	671-687-4147	chi@futureworldguam.com
25	Christina Ig		Morrison	671-683-6867	christina.ig@morrisonequipment.com
26	Lester Larka		BESTER	475 9429	
27	Phil Roberts		GRS / CapFA	483-3412	roberto.phil@gmail.com
28	David Su		DSU Investments	988 8888	davidsuwan@gmail.com
29	Mary-Sally Balada		ENGEZ	671 489 8918	msallybalada@engez.com
30	ARNOLD FELIZARDO		FWC	999-1008	arnoldfelizardo@futureworldguam.com
31	Tim Joo		Eastern Pacific Group A/C Unit	797-2445	TJoo@EasternPacific.com
32					
33					
34					
35					

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

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

**Mandatory Site Visit**

*Friday, April 4, 2025; 13:00 Simon Sanchez High School*

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**Attendees :**

**Government:**

VA, LI, ET, SS, VS, EC, JC, JT, AP, SM, BSN, DC (DPW)

JD, GLG, EH, VV, CG, TN, LL, FK (SSFM)

Eric Swanson, Ed Brown (GDOE)

Tina Garcia, Carlos Bordallo, Angie Rios, John San Nicolas (GEDA)

CM (SSHS)

CC, EP (TRMA)

Jose Castro (Governor's Office)

**Proposers by Company:**

GPS/ CAPFA

CLB

Pacific Federal Management

Core Tech International

E&F United

Morricon Equipment

PDS

Tri-Spec

Tridon Corp

ENGEO

Future World

Mase Construction

Eastern Pacific

Catcon/ Design Core

J&B Modern Tech / Alcadi Capital

GEFF III

DSU International

**Opening Remarks**

Speaker: VA, DPW

Introduction, Sign In announcement and building off limit's announcement.

Speaker: Dr. Eric Swanson, GDOE

Greetings Announcement

**TRMA Presentation**

Speakers: CC, TRMA

Building off limit's announcement, representation of cones as entrance to new SSHS.

Presentation of site field & distribution of TRMA Handouts (reference drawings).

**Questions:**

Proposer: Do you consider the water collection basin on site?

CC, TRMA: The storm drainage will all be diverted down to that corner of the site and beyond actually the fence line into the FB LG School property, so some work actually will extend pass the SS Fencing to FBLG and that would include the storm drainage, the new habitat for the snails and a multi-use sports field that will be shared by both schools.

**Closing Remarks:**

Speaker: VA, DPW

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*Submitted by: John C. Calanayan*

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*Date*





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

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

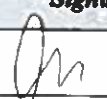

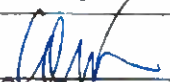

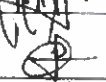
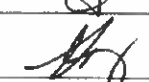
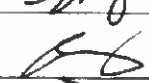

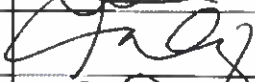



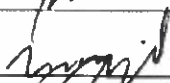
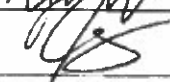



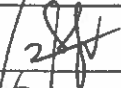




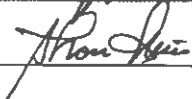
VINCENT P. ARRIOLA  
Director  
LINDA J. IBANEZ  
Deputy Director  
ERNEST G. CANDOLETA JR.  
Deputy Director

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL MANDATORY SITE VISIT  
PLACE & TIME: SIMON SANCHEZ HIGH SCHOOL, 2:00PM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	FARHAD KHAN		SSFM INTERNATIONAL	641-921-808-913 8079	fkhan@SSFM.COM
2	Valene Samuals		DPW	(671) 646-3131	valene.samuals@dpu.guam.gov
3	Vince Arriola		DPW	(671) 646-3131	vince.arriola@dpu.guam.gov
4	J.P. Aguon		CLB	(671) 727-1768	john.aguon@CLB.guam.gov
5	J.F. JUAN FOR		GOVE	671-902-2444	KATE RESUMANCY @ GOVE.NET
6	ELEXSAR CALALANG		CPS	898-2351	Samy Calalang@gmail.com
7	Skyler Suarez		DPW	489-8085	Skyler.Suarez@dpu.guam.gov

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	ERICA TAITANO		PPW	649-7104	erica.taitano@ppw.guam.gov
9	Linda Ibanez		DPW	(671) 898-1763	linda.ibanez@dpw.guam.gov
10	CARLA MASNAYON		SEHS DOE	4835400	cdmasnayon@gdoe.net
11	MARVIN ISIDRO		PFM	797-0720	marvin.isidro@pfmguam.com
12	Alon Elamparo		COPE TECH	486-5030	alon.elamparo@coretechintl.com
13	ANTHONY PASCALIS		DPW	687-4481	
14	JEFFREY TUES		DPW	646-3222	jeffrey.tues@dpw.guam.gov
15	JAE JI		EE F UNITED	688-1779	studiojaeji@gmail.com
16	CHRISTINA LG		Morrico Equipment	683-6867	christina.lg@morricoequipment.com
17	JEFF TOSTON		PDS	787-2027	jeff@pds.guam.com
18	AUSTIN SUVA		TRI-SPEC	804-9123	AUSTINESUVA@TRI-SPEC.COM
19	Phil Roberto		BPS / CapFA	483-3412	roberto.phil@gmail.com
20	Robert Naepl		TR- SPEC	867-0805	ABSTINESUVA@TRI-SPEC.COM
21	Edmond Salvador		Tridon	864-0405	esalvador@tridoncorp.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	DEARRE SALVADOR		TRIDON CORP	864-0405	dessalvador@tridoncorp.com
23	Mary Sanly Baladad		ENGEO	671-489-8918	Msanlybaladad@engco.com
24	VERIANE JUSTIBAN		SSFM	671 687 8454	vjustiban@ssfm.com
25	PHILSAN KIM		PFM	788-6666	philsan.k@pfm.guam.com
26	JOHN F. CALANAGAN		DPW-CIP	646-3189	john.calanagan@dpw.guam.gov
27	RODIL PALMARI		FUTURE WORLD	688-4829	rodil.palmari@futureworld.guam.com
28	SHON MUNA		DPW/CIP	888 8910	shon.muna@dpw.guam.gov
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The Honorable  
LOURDES A. LEON GUERRERO  
Maga' Håga - Governor

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





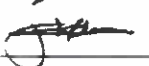

















VINCENT P. ARRIOLA  
Director  
LINDA J. IBANEZ  
Deputy Director  
ERNEST G. CANDOLETA JR.  
Deputy Director

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL MANDATORY SITE VISIT  
PLACE & TIME: SIMON SANCHEZ HIGH SCHOOL, 2:00PM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Leila Ludwig		SSFM	788 8330	LLUDWIG@ssfm.com
2	Thuy Nguyen		SSFM	7145487689	tnguyen@ssfm.com
3	Ellen Leon Guerrero		SSFM	488-1323	eguerreno@ssfm.com
4	Cedric Cruz		TRMA	788-9674	ccruz@traguam.com
5	ELMPK PRUDENTE		TRMA	475-8772	EPrudente@traguam.com
6	MARIE ESMA		MASE CONSTRUCTION	671 687 3154	admin@maseconstructionguam.com
7	JOSEPA ANDREY DIMACULANGAN		MASE/OMICRON	671 747 3054	admin@maseconstructionguam.com

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	Geraldynn Tennessee		CLB	641-2465	geraldynn.tennessee@clb.guam.gov
9	Joe Bae Park (phonetic)		Eastern	671-747-7944	phiep.park@eastonpacifsec.com
10	SAM LUZANO		CATCON/ DESIGN CORE	777-7347	seluzano@gmail.com
11	Jose Castro		Governor's Office	671-702-5025	jose.castro@guam.gov
12	JOHN VISDA		PFM	671-686-7375	john.visda@pfm.guam.com
13	Peter Ambrose Visda		J&B MODERNTECH / akad: Capital	671-646-0588	genobangyan@jbmmoderntech.com
14	MANUEL LUMBANG		PFM	671-489-3907	manuel.lumbang@pfm.guam.com
15	ERNE CANDOLATA		DPW	671-486-4429	ernest.candolata@dpw.guam.gov
16	RICHARD S. CHI		Future World Corp.	671-687-4447	chi@futureworldguam.com
17	Leilani Flores		GEFF III	788-5654	lunes.lani@gmail.com
18	Ed Hipolito		SSFM	489-8325	ehipolito@ssfm.com
19	ADRIAN FRANCISCO		THISPEC	671-484-0086	arandgo.thispec@gmail.com
20	RAMIR JAVELOSA		CORETECH INTL	671-490-5118	ramir.javelosa@coretechintl.com
21	Benny R. Sannicoff		DPW	671-689-7121	benny.sannicoff@dpw.guam.gov

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	JACINTO PASULSAN		JB MODERATECH / ARKADI CAPITAL LLC	(671) 486-0079	JPASULSAN@YAHOO.COM
23	CAROLINE CHAATVEH		ENCORE	(671) 489-9787	CHAATVEH@ENCORE.COM
24	David Su		DSU INVESTMENT	988 8888	davidswon@gmail.com
25	Dominic Lacerda		SPW/SPW	671-446-7771	
26	ARNOLD FELIZARDO		FWC	998-1008	arnoldfelizardo@futureworldgum.com
27	BROWN, ELO		EDOB	7275404	ebrown@9dave.net
28					
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<b>No.</b>	<b>Print Name</b>	<b>Signature</b>	<b>Company</b>	<b>POC Contact Number</b>	<b>POC Email Address</b>
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Simon Sanchez High School

Project Number: 730-5-1059-L-YIG

**Pre-Proposal Conference**

**Friday, April 04, 2025 @ 09:00**

**GEDA Conference Room**

**Index**

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Greeting Speech	3
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Photos	5



*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*

**NEW SIMON SANCHEZ HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &  
INSURE/CAPITAL MAINTENANCE (FDDBLM)  
PROJECT NO. 730-5-1059-L-YIG**

**PRE-PROPOSAL CONFERENCE PROGRAM/ AGENDA**

*Friday, April 4, 2025; 9AM; ITC Building, GEDA, 5<sup>th</sup> Floor Conference Room*

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- I. CALL TO ORDER**
- II. ROLL CALL 3**
- III. OPENING REMARKS**
- IV. 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.

## **V. 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.

## **VI. SELECTION SCHEDULE:**

The selection schedule is projected to be as follows (all dates and time are Guam Standard Time):

<i>Friday, March 28, 2025</i>	AVAILABILITY OF RFP DOCUMENTS
<i>Friday, April 4, 2025, 9AM</i>	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW @ 2pm
<i>Friday, April 18, 2025, 4 PM</i>	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
<i>Wednesday, April 30, 2025, 4 PM</i>	ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS
<i>Friday, May 23, 2025, 4 PM</i>	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
<i>Wed-Thursday, June 4-5, 2025</i>	ANTICIPATED PRESENTATION & INTERVIEW DATE
<i>Friday, June 20, 2025</i>	ANTICIPATED SELECTION NOTICE

## **VII. 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](mailto: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](mailto: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.**

#### **VIII. 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.

#### **IX. 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.

#### **X. 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 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

#### **XI. 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.

#### **XII. QUESTIONS (State your name and company)**

*Reminder: 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.*

**XIII. ADJOURN**



*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*

**NEW SIMON SANCHEZ HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &  
INSURE/CAPITAL MAINTENANCE (FDDBLM)  
PROJECT NO. 730-5-1059-L-YIG**

**PRE-PROPOSAL CONFERENCE PROGRAM/ AGENDA**

*Friday, April 4, 2025; 9AM; ITC Building, GEDA, 5<sup>th</sup> Floor Conference Room*

---

**I. CALL TO ORDER**

**09:02 AM Welcome greetings by VA**

**II. ROLL CALL**

**Government:**

**VA, LI, ET, SS, VS, EC, JC (DPW)**

**JD, GLG, EH, VV, CG, TN, LL (SSFM)**

**Lester Carlson (BBMR)**

**Tina Garcia, Carlos Bordallo, Angie Rios, John San Nicolas (GEDA)**

**CM (SSHS)**

**CC, EP (TRMA)**

**Proposers by Company:**

**Tri-Spec**

**Core Tech International**

**Morrico Equipment**

**JB Modern Tech / Alkadi Capital LLC**

**General Pacific Services**

**Mase Construction**

**GEFF III**

**E&F United**

**PDS**

**Pacific Rim2z**

**Pacific Federal Management**

**DCS**

**CATCON**

**Future World**

**Tridon Corp**

**DSU Investments**

**GPS/ CAPFA**

**ENGEO**

**Eastern Pacific Engineering and Construction**

### **III. OPENING REMARKS**

**Speaker: VA, DPW**

**Introduction of Evaluator's (6)**

**Joe Borja, DLM**

**Carlos Bordallo, GEDA**

**Dr. Eric Swanson, GDOE**

**Benny San Nicolas, DPW**

**Carla Masanayan, SSHS**

**Vince Arriola, DPW**

**Stated intent of RFP**

- **True partnership**
- **Finance, Design, Build, Maintain and Leaseback to GDOE**

**Speaker: Lester Carlson, BBMR**

**States the financing SHALL be through municipal financing.**

**Clarifies P3 standing, GDOE will be a partner in carrying out this endeavor, GEDA will go to the bond market. Emphasized importance of the Ma Kahat Act Restraints and authorizations.**

### **IV. INTENT**

**Speaker: JD, SSFM**

**Read verbatim IV - XI**

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, build, lease/leaseback, and insure/capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the *MA KĀHAT ACT OF 2013*, Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be an annually renewable lease with automatic renewal provisions contingent on available pledged or reserved

revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

## **V. 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.

## **VI. SELECTION SCHEDULE:**

The selection schedule is projected to be as follows (all dates and time are Guam Standard Time):

<i>Friday, March 28, 2025</i>	AVAILABILITY OF RFP DOCUMENTS
<i>Friday, April 4, 2025, 9AM</i>	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW@ 2pm
<i>Friday, April 18, 2025, 4 PM</i>	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
<i>Wednesday, April 30, 2025, 4 PM</i>	ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS
<i>Friday, May 23, 2025, 4 PM</i>	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
<i>Wed-Thursday, June 4-5, 2025</i>	ANTICIPATED PRESENTATION & INTERVIEW DATE
<i>Friday, June 20, 2025</i>	ANTICIPATED SELECTION NOTICE

## **VII. 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](mailto: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](mailto: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.**

#### **VIII. 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.

#### **IX. 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 KĀHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS. Further details are outlined in the "Terms of Payment" section of your RFP package.

#### **X. SPECIAL REMINDER TO PROSPECTIVE OFFERORS** **Speaker: JD, SSFM**

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 KĀHAT 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

**XI. 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.

**XII. QUESTIONS (State your name and company)**

**No questions asked.**

**Speaker: VA, DPW**

**Announces Mandatory Site Visit today (Friday, April 4, 2025) at 13:00**

*Reminder: No oral explanation regarding 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.*

**XIII. ADJOURN**

**Meeting adjourned at 09:33 AM**

  
Prepared by:  
SSFM International, INC.  
Leila Ludwig  
Project Coordinator

April 15, 2025



## DPW DIRECTOR DRAFT OPENING STATEMENT

### SSHS PRE-PROPOSAL CONFERENCE

April 4, 2025; 9am; GEDA Conference Room

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Good morning and thank you all for attending today's Mandatory Pre-Proposal Conference for the construction of the new Simon Sanchez High School.

First, I want to acknowledge the collective efforts of our dedicated teams at DPW, GDOE, Simon Sanchez Administrators, GEDA, and the Attorney General's Office. Together, we've spent the past several months meticulously crafting the Request for Proposal (RFP) you've received today. This is not just any project – this is a pivotal, long-term investment in the future of our island's children and the entire community.

Let me be clear about what we are seeking:

- We are not just looking for a contractor to build a school; we are seeking a true **partner** for the Simon Sanchez Sharks, a partner who will stand by this school for the next 30 years.
- This partnership will not end with construction. We're seeking a partner who can finance, design, build, maintain, and leaseback this facility to us. This is a comprehensive, forward-thinking solution that will serve the needs of the school and the community for decades.
- We are looking for a developer who understands the **urgency** of this project. With a strict two-year timeline to complete construction, we need someone who can rise to the challenge, understand the weight of this responsibility, and ensure we meet the needs of our students and staff without compromise.
- Above all, we are looking for innovation. We need a partner who will bring creative and efficient solutions in terms of **materials, methods, means, and scheduling**—solutions that will not only ensure the highest quality but will also meet the ambitious timeline we've set.

As you prepare your proposals, I strongly encourage you to showcase how your team's **out-of-the-box thinking** and **innovative approaches** can set you apart. We want to see bold ideas that balance excellence, efficiency, and sustainability. Innovation is key to the success of this project, and we want to hear how you plan to deliver a modern, top-tier educational facility that will benefit students, educators, and the community for years to come.

In closing, thank you again for your participation. This project is not only crucial for the Simon Sanchez Sharks, but for the future of education in our community. I look forward to reviewing your proposals, and I wish you the best of luck.

Let's build a school!

\*\*\*\*



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

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

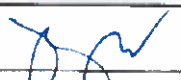





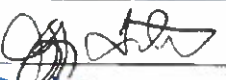








Director  
LINDA J. IBANEZ  
Deputy Director  
ERNEST G. CANDOLETA JR.  
Deputy Director

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Cedric Cruz		TRMA	780. 9674	ccruz@fraguam.com
2	AUSTIN SUVA		TRI - SPEC	CTI 804 9123	AUSTINOSUVA@TRI-SPEC.COM
3	PRINCESS PANERGO		TRI- SPEC	671- 484-0036	cpanergo.tri-spec@gmail.com
4	RAMIR JAVELOSA		CTI	671-486-5118	ramir.javelosa@coretechintl.com
5	ELMER PRUDENTE		TRMA	-483475-8772	EPudente@traguam.com
6	Jesse Munoz		Morico Equipment	671-482-4750	jesse.munoz@moricoequipment.com
7	JACINTO PAGUIGA		JB MORICOTECH / ALKADI CAPITAL LLC	671-486-6021	JFAGUIGA@TAMOD.COM

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	MARITES ESMA		MASE Construction	671 687 3154	admin@maseconstruction.guam.g
9	PETER AIDEN VISO		XUADI CAPITAL LLC / J&B MODERN TECH	671 482 3995 671-646 0888	gene.bangyan@jbmoderntech.com
10	ELEASAR CALAW		GENERAL PACIFIC SERVICES	646-2267 898-2251	Sally Calaw@GMAIL.COM
11	JOHN P. CALANAYAN		DPW-CIP	646 3189	john.calanayan@dpw.guam.gu
12	Leila Flores		GEFF III	788-5554	flores.lani@gmail.com
13	JAE JI		E & F UNITED	688-1779	studiojaeji@gmail.com
14	JEFF TESTON		PDS	787-2027	jeff@pds.guam.com
15	Darren Palmer		Pacific Rim	777-5273	darren.palmer@pacificrimco.com
16	Lacee Martinez		Pacific Federal Mutual	68882 61	lacee.guerre@pfm.guam.com
17	JEFFREY CORREA		COMTECH	488-0777	j.correa@ncomacario.com
18	CARLA MASWAY		GSHS	483540	cdmasway@gds.net
19	Carlos Jordal		GEDA	777-0977	carlos.jordal@investguam.com
20	RODIL P. COMARIE		FUTURE WORLD	688-4829	rodil.palomares@futureworldguam.com
21					



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

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









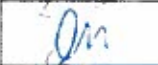



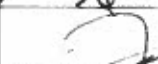

**public works**  
DIPATMENTON CHU'CHU' PUPLEKO  
**VINCENT P. ARRIOLA**  
Director  
**LINDA J. IBANEZ**  
Deputy Director  
**ERNEST G. CANDOLETA JR.**  
Deputy Director










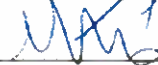
### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Joseph W. Duran		SSFM	488-8788	jduran@ssfm.com
2	ED HIPOLITO		SSFM	488-8325	ehipolito@ssfm.com
3	Linda J. Ibanez		DPW	(671) 898-1763	linda.ibanez@dpu.guam.gov
4	Vincent Arriola		DPW	(671) 446-3232	
5	Valerie Candoleta		DPW	(671) 446-3131	valerie.candoleta@dpu.guam.gov
6	Conn. e Garrido		SSFM	988-8657	cgarrido@ssfm.com
7	Luis Ludwig		SSFM	788-8330	lludwig@ssfm.com



	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	VILAME VUETIBAM		SSFM	687-8454	vvuetibam@ssfm.com
9	Gledo Loaguano		SSFM	488-1323	sguenero@ssfm.com
10	Thuy Nguyen		SSFM	7145487684	tinguyen@ssfm.com
11	angelene rios		GETA	671 687 2021	angelenerios@investigum.com
12	ERNEST CONBLETA		DPW	671 484 4829	ernest.conbleta@dpw.guam.gov
13	Skyler Suarez		DPW	671-489-2085	skylsuarez@gmail.com Skyler.Suarez@dpw.guam.gov
14	<del>ADRIAN SANDO</del>	<del></del>			
15	ADRIAN SANDO		TRISPEC	671 484 0020	asando@trispec.com
16	APRIL TILLO		DPW	671-687-1181	aprill.tillo@dpw.guam.gov
17	Ishta Tulop		DCS	671-780-7695	itulop.catalystguam@usa.com
18	SHIRLEY L. LUGANO		CATCON/REGIONAL	671-777-7341	slugano@gmail.com
19	Bobae Park (philip)		EPEC	671-747-7944	philip.park@easternpacific.com
20	JOSEPH ANDRE DIMACULANGAN		MASE CONSTRUCTION	671-747-3054	admin@maseconstruction.com
21	KEN SAN NICOLAS		PFM	671-688-8705	KENI.SN@PFM.GUAM.COM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	Alon Elamparo		CORE TECH	671-473-5000 671-486-5030	alon.elamparo@coretechintl.com
23	Edmond Salvador		Tridon Corp	671-864-0405	esalvador@tridoncorp.com
24	RICHARD S CHI		Future World Corp	671-687-4147	chi@futureworldguam.com
25	Christina LG		Morrice	671-683-6867	christina.lg@morriceequipment.com
26	Lester Carta		BBSHIZ	475 9429	
27	Phil Roberto		BRS / Cap FA	483-3412	roberto.phil@gmail.com
28	David Su		DSU Investments	988 8888	davidsuwan@gmail.com
29	Mary Sanly Balada		ENGE	671 487 8918	msanlybalada@engeo.com
30	ARNOLD FELDARD		FWC	999 1008	arnoldfelizarda@futureworldguam.com
31	Tim Joo		Eastern Pacific Gyro Aircraft	797-2445	TJoo@EasternPacific.com
32					
33					
34					
35					











Simon Sanchez High School

Project Number: 730-5-1059-L-YIG

**Mandatory Site Visit**

**Friday, April 04, 2025 @ 13:00**

**Simon Sanchez High School**

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

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

**Mandatory Site Visit**

*Friday, April 4, 2025; 13:00 Simon Sanchez High School*

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**13:02 PM Welcome greetings by VA**

Attendees :

Government:

VA, LI, ET, SS, VS, EC, JC, JT, AP, SM, BSN, DC (DPW)

JD, GLG, EH, VV, CG, TN, LL, FK (SSFM)

Eric Swanson, Ed Brown (GDOE)

Tina Garcia, Carlos Bordallo, Angie Rios, John San Nicolas (GEDA)

CM (SSHS)

CC, EP (TRMA)

Jose Castro (Governor's Office)

Proposers by Company:

GPS/ CAPFA

CLB

Pacific Federal Management

Core Tech International

E&F United

Morrico Equipment

PDS

Tri-Spec

Tridon Corp

ENGEO

Future World

Mase Construction

Eastern Pacific

Catcon/ Design Core

J&B Modern Tech / Alcadi Capital

GEFF III

DSU International

**Opening Remarks**

Speaker: VA, DPW

Introduction, Sign In announcement, Site plan explained, Introduction of evaluators and Chairman Swanson. Building off limit's announcement.

Speaker: Dr. Eric Swanson, GDOE

Greetings Announcement

**TRMA Presentation**

Speakers: CC, TRMA

Building off limit's announcement, representation of cones as entrance to new SSHS.

Presentation of site field & distribution of TRMA Handouts (reference drawings).

**Questions:**

Proposer: Do you consider the water collection basin on site?

CC, TRMA: The storm drainage will all be diverted down to that corner of the site and beyond actually the fence line into the FB LG School property, so some work actually will extend pass the SS Fencing to FBLG and that would include the storm drainage, the new habitat for the snails and a multi-use sports field that will be shared by both schools.

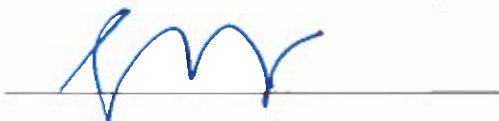
VA, DPW Announcement:

To submit question asked today as an RFI for the record.

**Closing Remarks:**

Speaker: VA, DPW

**13:17 PM Adjourned**



*Prepared by:*

SSFM International, INC.

Leila Ludwig

***Project Coordinator***

April 15, 2025



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

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
















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

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Cedric Cruz		TKMA	780. 9674	ccruz@fraguam.com
2	AUSTIN SUVA		TRI - SPEC	CTI 804 9123	AUSTINOSUVA@TRI-SPEC.COM
3	PRINCESS PANERGO		TRI- SPEC	671- 484-0086	cpanergo.tri-spec@gmail.com
4	RAMIR JAVELOSA		CTI	671-486-5118	ramir.javelosa sr@coretechintl.com
5	ELMER PRUDENTE		TKMA	-483475-8772	EPrudente@fraguam.com
6	Jesse Muñoz		Morico Equipment	671-482- 4750	jesse.munoz@moricoequipment.com
7	JACINTO PAGUIGA		JB MORICOTECH / ALKADI CAPITAL LLC	671- 486-6021	JPAGUIGA@TAM20.COM

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	MARITES ESMA		MASE Construction	671 687 3154	admin@maseconstruction.com
9	PETER ALDEN VISTA		ALHADI CAPITAL LLC / J & B MODERN TECH	671 482 3995 671-646 0588	gene.bangayan@jbmmoderntech.com
10	ELIASER CALANAYAN		GENERAL PACIFIC SERVICES	646-2267 898-2251	Sarkis Calanayan@gmail.com
11	JOHN P. CALANAYAN		DPW-CIP	646-3189	john.calanayan@dpw.guam.gov
12	Leilan Flores		GEFF III	788-5554	flores.lani@gmail.com
13	JAE JI		E & F UNITED	688-1779	studiojaejie@gmail.com
14	JEFF TESTON		PDS	787-2027	jeff@pds.guam.com
15	Darren Palmer		Pacific Rim	797-5273	darren.palmer@pacificrimgc.com
16	Lacee Martinez		Pacific Federal Mutual	68882 81	lacee.guerrero@pfmgua.com
17	JEFFREY CORTEZ		COMETECH	488-0787	j.cortez@ncmacario.com
18	CARLA MASWAY		SSHS	483540	cdmasway@gdoo.net
19	Carlos Jordalbo		GEDA	777-0977	carlos.jordalbo@investguam.com
20	RODIL PACOMARIES		FUTURE WORLD	688-4829	rodil.pacomarries@futureworldguam.com
21					



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










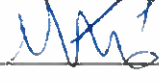
### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-S-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Joseph W. Duenas		SSFM	468.8786	jduenas@ssfm.com
2	ED HIPOLITO		SSFM	468 8325	ehipolito@ssfm.com
3	Linda J. Ibanez		DPW	(671) 898-1763	linda.ibanez@dpw.guan.gov
4	Vincent Arriola		DPW	(671) 646-3232	
5	Valerie Samalalan		DPW	(671) 448-3131	valerie.samalalan@dpw.guan.gov
6	Connie Garrido		SSFM	988.8657	cgarrido@ssfm.com
7	Leila Ludwig		CSFM	788 8330	lludwig@ssfm.com

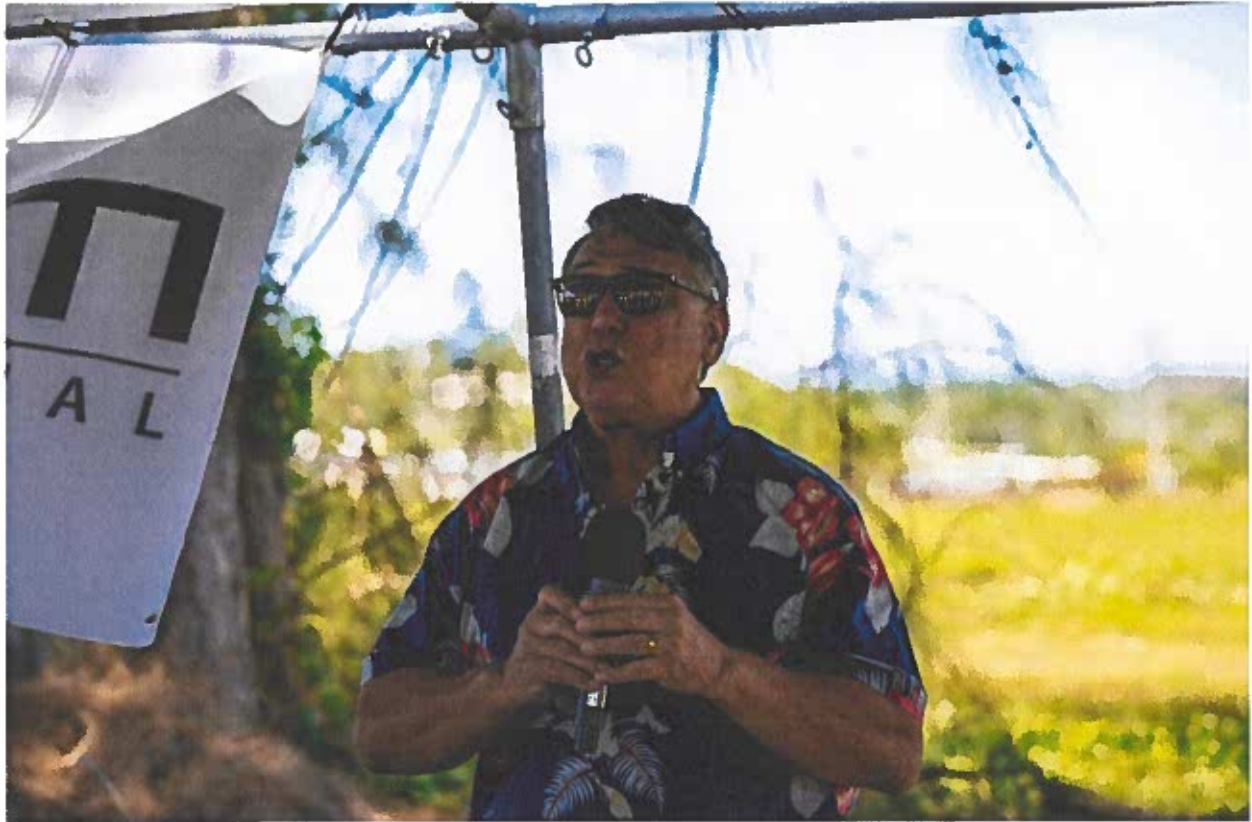


	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	VILAME VUETIBAU		SSFM	687-8454	vvuetibau@ssfm.com
9	Glebo Loosguano		SSFM	488-1323	sguencro@ssfm.com
10	Thuy Nguyen		SSFM	7145487684	tinguyen@ssfm.com
11	Angelene Rios		GETA	671 687 2021	angelenerios@investiguam.com
12	ERNEST COMBLETA		DPW	671 484 4829	ernest.combleta@dpw.guam.gov
13	Skyler Suarez		DPW	671-489-8085	skysuarez@gmail.com Skyler.Suarez@dpw.guam.gov
14	<del>WATSON SUND</del>				
15	ADRIAN PANERGO		TRISPEC	671 484 0030	apannergo.TRISPEC@gmail.com
16	APRIL TAYLOR		DPW	671-689-1181	APRIL.TAYLOR@dpw.guam.gov
17	Isha Tulup		DCS	671-760-7495	itulup.catalystguam@usa.com
18	STIS LIZARD		CARCAN / RECON CONCRETE	671-777-7341	seluzano@gmail.com
19	Philip Park (philip)		EPEC	671-747-7944	philip.park@easternpacific.com
20	JOSEPH ANDREY DIMPACHLANGAN		MASE CONSTRUCTION	671-747-3054	admin@maseconstruction@guam.ccc
21	KEN SAN NICOLAS		PFM	671-688-8705	KEN.SN@PFMGUAM.COM

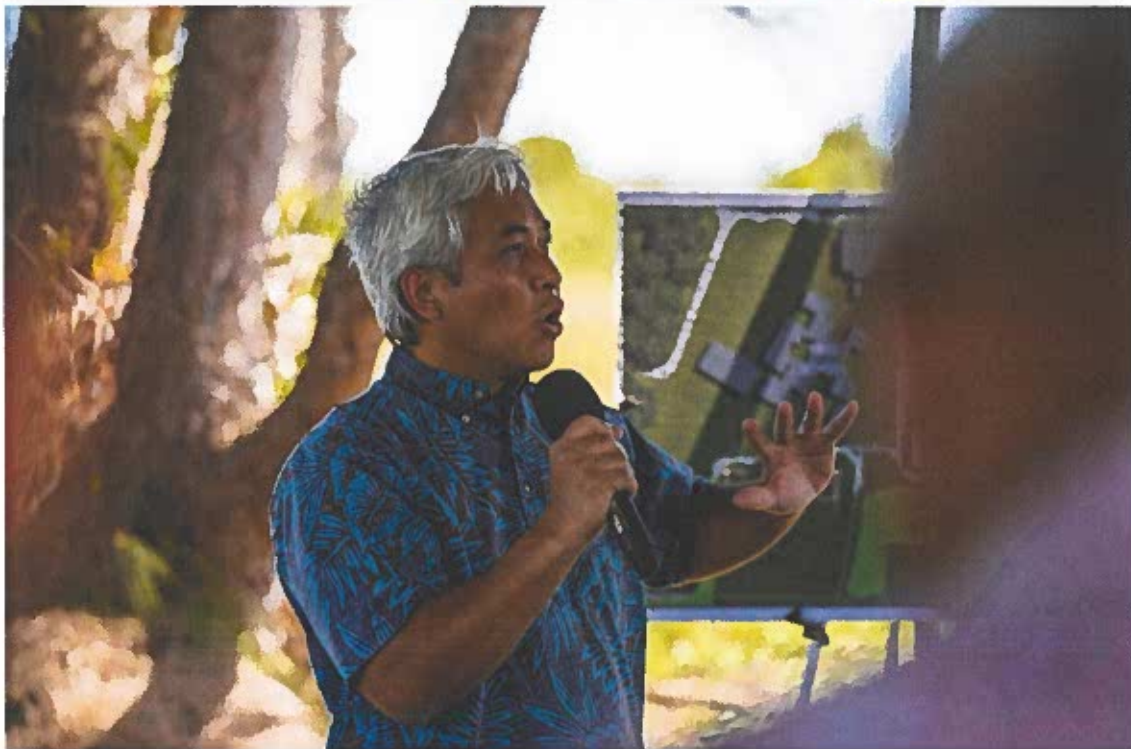
No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	Alon Elamparo		CORE TECH	671-473-5000 671-486-5030	alon.elamparo@coretechintl.com
23	Edmond Salvador		Tridon Corp	671-864-0405	esalvador@tridoncorp.com
24	RICHARD S CHI		Future World Corp	671-687-4447	chi@futureworldguam.com
25	Christina Ig		Morrice	671-683-6867	christina.ig@morriceequipment.com
26	Lester Garka		BESTER	475 9429	
27	Phil Roberts		PRS / CapTA	483-3412	roberto.phil@gmail.com
28	David Su		DSU Investments	988 8888	davidsuwan@gmail.com
29	Mary Sally Balada		ENGE	671 487 8918	msallybalada@engeo.com
30	ARNOLD FELDARD		FWC	998 1008	arnoldfelizardo@futureworldguam.com
31	Tim Joo		Eastern Pacific Group Allstate	797-2445	TJoo@EasternPacific.com
32					
33					
34					
35					















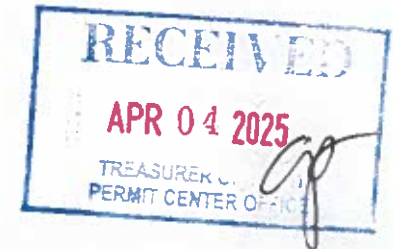
DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

TREASURER OF GUAM  
(671)475-1122/(671)475-  
1105

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10:32  
LOC/STATION 04/0000000001  
CASHIER TOGPREG  
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AMOUNT \$25.00  
REFERENCE NO #####-YIG  
DOCUMENT NO CAPFA  
TAX TYPE 310056207  
AMOUNT \$25.00

TOP COPY-MERCHANT BOT  
COPY-CUSTOMER

To: Treasurer of Guam  
Date: 4/4/25  
Payer: Capfa  
Description: CR 310056207 Amount: \$25.00  
Purpose: IFB Documents  
Project No.: 730-5-1059-L-YIG  
Receipt No.: [Signature]  
Issued By: [Signature]  
DPW Representative



DEPARTMENT OF PUBLIC WORKS

Division of Capital Improvement Projects

Contract Administration

To: Treasurer of Guam

Date: 3/28/25

Payer: EASTERN CORP.

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By: [Signature]

DPW Representative



RECEIVED  
MAR 28 2025  
TREASURER OF GUAM  
PERMIT CENTER OFFICE

DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

To: Treasurer of Guam  
Date: 3/28/25  
Payer: PACIFIC RIM  
Description: CR 310056207 Amount: \$25.00  
Purpose: IFB Documents  
Project No.: 730-5-1059-L-YIG  
Receipt No.:  
Issued By: H. Cafarney  
DPW Representative

RECEIVED  
MAR 28 2025  
TREASURER OF GUAM  
PERMIT CENTER OFFICE



DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

To: Treasurer of Guam

Date:

03/28/25

Payer:

General Pacific Services

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:

*July*

DPW Representative

RECEIVED

MAR 28 2025

TREASURER OF GUAM  
PERMIT CENTER OFFICE



DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

To: Treasurer of Guam

Date: 3/28/25

Payer: E & F UNITED

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:

H. A. F. M.  
DPW Representative



DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

To: Treasurer of Guam

Date: 3/28/25

Payer: CATCON CONST.

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By: [Signature]

DPW Representative



DEPARTMENT OF PUBLIC WORKS

Division of Capital Improvement Projects

Contract Administration

To: Treasurer of Guam

Date: 3/28/25

Payer: PACIFIC FEDERAL MONUMENTS

Description: CR 310056207 Amount: \$25.00

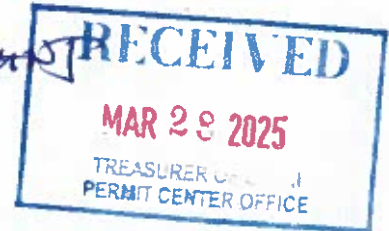
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Project No.: 730-5-1059-L-YIG

Receipt No.:

Issued By: [Signature]

DPW Representative



DEPARTMENT OF PUBLIC WORKS

Division of Capital Improvement Projects

Contract Administration

To: Treasurer of Guam

Date: 3/28/25

Payer: FUTURE WORLD CORP.

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By: [Signature]  
DPW Representative



DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

To: Treasurer of Guam

Date: 3/28/25

Payer: PACIFIC DATA SYSTEMS

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

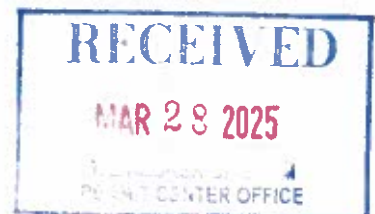
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Receipt No.:

Issued By:

H. Kafar

DPW Representative



ENDORSE  
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TAX LAKE 2/11/2025  
REFERENCE NO. 0000000000

WORK NO. 23800  
TAX LAKE 2/11/2025  
REFERENCE NO. 0000000000  
DATE 03/28/25  
RECEIVED NO. 0000000000

03/28/25-1133/1133-1133-1133  
ENDORSEMENT OF BILL

DEPARTMENT OF PUBLIC WORKS

Division of Capital Improvement Projects

Contract Administration

To: Treasurer of Guam

Date:

3/28/25

Payer:

CORETECH

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:

*[Signature]*

DPW Representative

RECEIVED

MAR 28 2025

TREASURER OF GUAM  
PERMIT CENTER OFFICE

DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration

To: Treasurer of Guam

Date:

4/3/25

Payer:

MIAPRILU

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:



DPW Representative



**TREASURER OF GUAM  
(671)475-1122/(671)475-  
1105**

**RECEIPT NO 2225112540**  
**DATE 04/03/2025**  
**09:12**  
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**CASHIER TOGPREG**  
**PAY METHOD CASH**  
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**REFERENCE #####RICO**  
**NO**  
**DOCUMENT 730-5-1059-**  
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**TAX TYPE 310056207**  
**AMOUNT \$25.00**

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**TOP COPY-MERCHANT BOT**  
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TREASURER OF GUAM  
(671)475-1122/(671)475-  
1105

RECEIPT NO 2225111763  
DATE 04/01/2025  
13:00  
LOC/STATION 04/0000000001  
CASHIER TOGPREG  
PAY METHOD CASH  
AMOUNT \$25.00  
REFERENCE NO #####TION  
DOCUMENT NO 730-5-1059-  
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TAX TYPE 310056207  
AMOUNT \$25.00

TOP COPY-MERCHANT BOT  
COPY-CUSTOMER

DEPARTMENT OF PUBLIC WORKS

Division of Capital Improvement Projects

Contract Administration

To: Treasurer of Guam

Date:

Payer:

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:

DPW Representative

RECEIVED

APR 03 2025

TREASURER  
PERMIT CENTER OFFICE

A22- 0043673

# OFFICIAL RECEIPT

GOVERNMENT OF GUAM  
DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT DIVISION  
P. O. BOX 884 HAGATNA, GUAM 96931

PAID

APR 03 2025

Treasurer of Guam

#17

DATE: 4/3/2025  
PAYOR: DSU Investments  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT VALID UNLESS OVERPRINTED BY OUR REGISTER/STAMP

## PAYMENT INFORMATION

DESCRIPTION	RESERVED FOR ISSUING OFFICE	
	ACCOUNT NUMBER	AMOUNT
Project No.	310756207	25 00
730-5-1059-L-YIG		
ISSUING OFFICE: <u>T06</u>	PLEASE PAY TREASURER OF GUAM	25 00
AGENT: <u>#17</u>	TOTAL DUE	

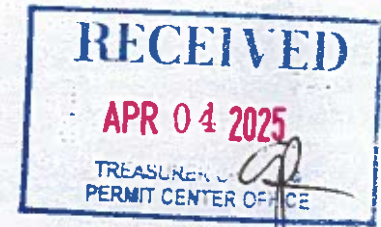
☒ CASH

☐ Check: # \_\_\_\_\_

OTHER: \_\_\_\_\_

FGN-2-2-35

DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Contract Administration



To: Treasurer of Guam

Date:

4/4/25

Payer:

JCB modern / ALCAH CAPITAL LLC

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:

A handwritten signature in blue ink, consisting of a large loop and a trailing flourish.

DPW Representative

TREASURER OF GUAM  
(671)475-1122/(671)475-  
1105

RECEIPT NO 2225113052

DATE 04/04/2025  
10:02

LOC/STATION 04/0000000001

CASHIER TOGPREG

PAY METHOD CASH

AMOUNT \$25.00

REFERENCE  
NO #####-YIG

DOCUMENT J&B MODERN  
NO TECH

TAX TYPE 310056207

AMOUNT \$25.00

TOP COPY-MERCHANT BOT  
COPY-CUSTOMER

DEPARTMENT OF PUBLIC WORKS

Division of Capital Improvement Projects

Contract Administration

To: Treasurer of Guam

Date:

4/1/25

Payer:

Mase Construction

Description: CR 310056207 Amount: \$25.00

Purpose: IFB Documents

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

Receipt No.:

Issued By:

*[Signature]*

DPW Representative



ARTMENT OF PUBLIC WORKS  
ion of Capital Improvement Projects  
ract Administration

Treasurer of Guam

4/1/25

mase construction

ption: CR 310056207 Amount: \$25.00

se: IFB Documents

ct No.: 730-5-1059-L-YIG

pt No.:

l By: 

DPW Representative



DEPARTMENT OF PUBLIC WORKS  
Division of Capital Improvement Projects  
Project Administration

Treasurer of Guam

4/3/25  
Bme

Transaction: CR 310056207 Amount: \$25.00

For: IFB Documents

No.: 730-S-1059-L-YIG

No.: [Signature]  
by: \_\_\_\_\_  
DPW Representative

RECEIVED  
APR 03 2025  
TREASURY  
PERMIT CENTER

[Signature]

**TREASURER OF GUAM**  
**(671)475-1122/(671)475-**  
**1105**

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**CASHIER** TOGPREG  
**PAY METHOD** CASH  
**AMOUNT** \$25.00

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**NO**  
**DOCUMENT** BME  
**NO**  
**TAX TYPE** 310056207  
**AMOUNT** \$25.00

---





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

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

Site visit  
Apr 4


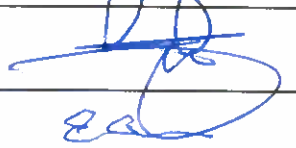
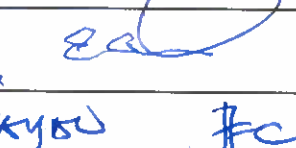
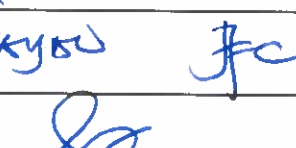

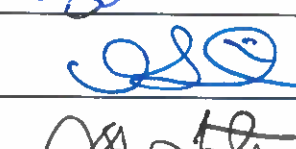
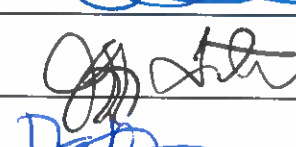
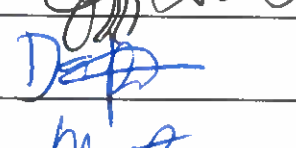
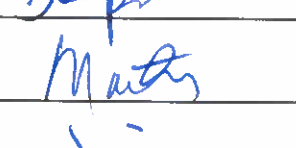
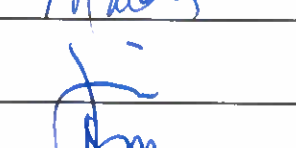

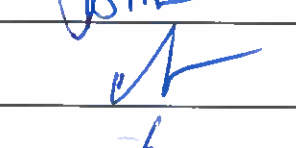
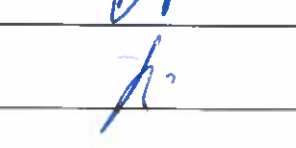
















**VINCENT P. ARRIOLA**  
Director  
**LINDA J. IBANEZ**  
Deputy Director  
**ERNEST G. CANDOLETA JR.**  
Deputy Director

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Cedric Cruz		TRMA	780.9674	ccruz@fraguam.com
2	AUSTIN SUVA		TRI - SPEC	671 804 9123	AUSTINSUVA@TRI-SPEC.COM
3	PRINCESS PANERGO		TRI- SPEC	671- 484-0036	cpanergo.tri-spec@gmail.com cpanergo.tri-spec@gmail.com
4	RAMIR JAVELOSA		CTI	671-486-5118	ramir.javelosa sr@coretechintl.com
5	ELMER PRUDENTE		TRMA	483475-8772	EPrudente@fraguam.com
6	Jesse Muñoz		Morrico Equipment	671-482- 4750	jesse.munoz@morricoequipment.com
7	JACINTO PAGUIGAN		JB MORRIS TECH / ALKADI CAPITAL LLC	671- 486-0071	JPAGUIGAN@TAHOA.COM

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	MARITES ESMA		MASE CONSTRUCTION	671 687 3154	admin@maseconstructionguam.com
9	PEREK AIDON VISIT		ALCADI CAPITAL LLC / J & B MODERN TECH	671 482 3995 671-646 0588	gene.bangayan@jbmoderntech.com
10	ELEASAR CALALAN		GENERAL PACIFIC SERVICES	646-2267 898-2351	Sahs Calalan@gmail.com
11	JOHN P. CALANAYAN		DPW-CIP	646-3159	john.calanayan@dpw.guam.gov
12	Leilani Flores		GEFF III	788-5554	flores.lani@gmail.com
13	JAE JI		E & F UNITED	688-1779	studiojaeji@gmail.com
14	JEFF TESTON		PDS	787-2027	jeff@pds-guam.com
15	Darren Palmer		Pacific Rim	797-5273	darren.palmer@pacificrimgc.com
16	Lacee Martinez		Pacific Federal Mutual	68882 81	lacee.guerreo@pfmgua.com
17	JEFFREY CORTEZ		COMTECH	488-0787	j.cortez@nucmacario.com
18	CARLA MASNAY		SSH	483540	cdmasnay@gdae.net
19	Carlos Bordaño		GEDA	777-0577	carlos.bordano@investguam.com
20	RODIL PALOMARES		FUTURE WORLD	688-4829	rodil.palomares@futureworldguam.com
21					

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	VILIANE VUETIBAN		SSFM	687-8454	vvuetiban@ssfm.com
9	Gledu Loor Guano		SSFM	488-1323	sguano@ssfm.com
10	Thuy Nguyen		SSFM	7145487684	tnghuyen@ssfm.com
11	angelene rios		GETA	671 481 2021	angelenerios@investiguam.com
12	ERNEST COMBLETA		DPW	671 484 4829	ernest.combleta@dpw.guam.gov
13	Skyler Suarez		DPW	671-489-8085	skylsuarez@gmail.com Skyler.Suarez@dpw.guam.gov
14	<del>AUSTIN SWA</del> <sup>AS</sup>	<del></del>			
15	ADRIAN PANERGO		TRISPEC	671 484 0036	apanergo.TRISPEC@gmail.com
16	ERICA TAITANO		DPW	671-489-1181	erica.taitano@dpw.guam.gov
17	Iesha Tulop		DCS	671-700-7695	itulop.catalystguam@usa.com
18	SAM LUZANO		CATCON/DESIGN CORE	671-777-7341	seluzano@gmail.com
19	Bobae Park (philip)		EPEC	671-747-7944	philip.park@easternpacific.com
20	JOSEPH ANDREY DIMPACULANGAN		MASE CONSTRUCTION	671-747-3054	admin@maseconstruction@guam.com
21	KEN SAN NICOLAS		PFM	671-688-8105	KERI.SN@PFMQUAM.COM





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

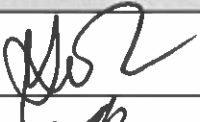




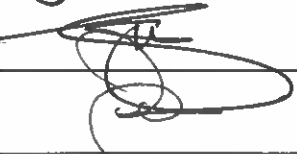








ERNEST G. CANDOLETA JR.



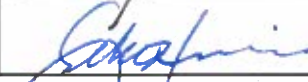







Deputy Director

## ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL MANDATORY SITE VISIT  
PLACE & TIME: SIMON SANCHEZ HIGH SCHOOL, 2:00PM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	FARHAD KHAN		SSRM INTERNATIONAL	691 921 808-613 8079	fkhan@SSRM.COM
2	Valane Samuals		DPW	(671) 646-3131	valane.samuals@dpw.guam.gov
3	Vince Arriola		DPW	(671) 646-3131	vince.arriola@dpw.guam.gov
4	J.P. Aguirre		CLB	(671) 727-1768	john.aguirre@CLB.guam.gov
5	K.F. JUANSON		GPOB	641-907-2444	KFJESUANO@GPOB.NET
6	ELEXSAR CALALANG		GFS	898-2351	SarahCalalang@gmail.com
7	Skyler Suarez		DPW	489-8085	skyler.suarez@dpw.guam.gov

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	Geraldynn Tennesse		CLB	671-2965	geraldynn.tennesse@clb.guam.gov
9	Joe Bae Park (phonetic)		Eastern	671-747-7944	philip.park@eastonpacificrec.com
10	SAM LUZANO		CATCON/ DESIGN CORE	777-7347	seluzano@gmail.com
11	Jose Castro		Governor's Office	671-762-5065	jose.castro@guam.gov
12	JOHN VISDA		PFM	671-684-7375	john.visda@ppm.guam.com
13	PERC ANDREW VISIT		Job Modern Tech / akad Capital	671-646 0588	gerbangyana@jobmoderntech.com
14	MANUEL LUMBANG		PFM	671-489-3907	manuel.lumbang@pfm.guam.com
15	ERNE CANDOLATA		DPW	671-486-4429	ernest.candolata@dpw.guam.gov
16	RICHARD S. CHI		Future World Corp.	671-687-4447	chi@futureworldguam.com
17	Leilani Flores		GEFF III	788-5554	flores.lani@gmail.com
18	Ed Hipolito		SSFM	4898325	ehipolito@ssfm.com
19	ADRIAN PANERGO		TRISPEC	671 484 0286	adrianego.trispec@gmail.com
20	RAMIR JAVELBA		CORETECH INTL	671 484 5118	ramir.javelba sr@coretechintl.com
21	Benny R. Sannico		DPW	671-689-7121	benny.sannico@dpw.guam.gov

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	Alon Elamparo		CORE TECH	671-473-5000 671-486-5030	alon.elamparo@coretechintl.com
23	Edmond Salvador		Tridon Corp	671-864-0405	esalvador@tridoncorp.com
24	RICHARD S. CHI		Future World Corp.	671-687-4447	chi@futureworldguam.com
25	Christina L. G.		Morrice	671-683-6867	christina.lg@morriceequipment.com
26	Lester Lark		BESTIC	475 9429	
27	Phil Roberts		GRS / CapFA	483-3412	roberto.phil@gmail.com
28	David Su		DSU Investments	988 8888	dauidsuwor@gmail.com
29	Mary Sanly Baladad		ENGEZ	071 489 8918	msanlybaladad@engeo.com
30	ARNOLD FELIZARD		FWC	999 7008	arnoldfelizard@futureworldguam.com
31	Tim Jew		Eastern Pacific Geotech & Construction	797-2445	TJew @ Eastern Pacific Geotech.com
32					
33					
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company doesn't  
want to provide  
due to bond 5/2/25



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

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



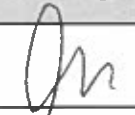


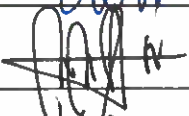



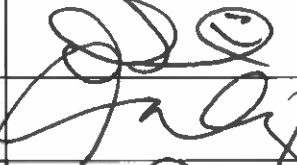
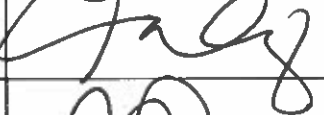



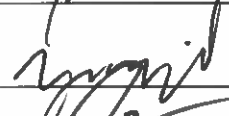

VINCENT P. ARRIOLA  
Director  
LINDA J. IBANEZ  
Deputy Director  
ERNEST G. CANDOLETA JR.  
Deputy Director


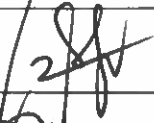





## ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL CONFERENCE  
PLACE & TIME: GEDA, ITC BUILDING, 5<sup>TH</sup> FLOOR, 9:00AM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Joseph W. Duenas		SSFM	468-8788	jduenas@ssfm.com
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4	Vincent Arriola		DPW	(671) 646-3232	
5	Valerie San Juan		DPW	(671) 646-3131	valerie.sanjuan@dpw.guam.gov
6	Connie Garrido		SSFM	988-8657	cgarrido@ssfm.com
7	Leila Ludwig		SSFM	788 8330	lludwig@ssfm.com



	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	Erica Taitano		DPW	649-7104	erica.taitano@ppw.guam.gov
9	Inda Ibaner		DPW	(671) 898-1763	inda.ibaner@dpw.guam.gov
10	CARLA MASNAYON		SHS DOE	4835400	cdmasnayon@gdoe.net
11	MARVIN ISIDRO		PFM	797-0720	marvin.isidro@pfmguam.com
12	Alon Elamparo		COPE TECH	486-5030	alon.elamparo@coretechintl.com
13	ANTHONY PACILUB		DPW	687-4481	
14	JEFFREY TUBS		DPW	646-3222	jeffrey.tubs@DPW.GUAM.GOV
15	JAE JI		E&F UNITED	688-1779	studiojaeji@gmail.com
16	Christina LG		Morrico Equipment	683-6867	christina.lg@morricoequipment.com
17	JEFF TOSTON		PDS	787-2027	jeff@pdsuam.com
18	AUSTIN SUVA		TRI-SPEC	864-9123	AUSTINOSUVA@TRI-SPEC.COM
19	Phil Roberto		BPS / CapFA	483-3412	roberto.phil@gmail.com
20	Robert Nacpi		TR- SPEC	867-0805	AUSTINESUVA@TRI-SPEC.COM
21	Edmond Salvador		Tridon	864-0405	esalvador@tridoncorp.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	DEARRE SALVADOR		TRIDON CORP	864-0405	dessalvador@tridoncorp.com
23	Mary Sanly Baladad		ENGEO	671-489-8918	msanlybaladad@engeo.com
24	VIRIANE JUSTIBAN		SSFM	671 687 8454	vjustiban@ssfm.com
25	PHILSAN KIM		PFM	788-6666	philsan.k@pfmguam.com
26	JOHN F. CALANAGAN		DPW-CIP	646-3189	john.calanagan@dpw.guam.gov
27	RODOL PALMARIS		FUTURE WORLD	688-4829	rodolpalmaris@futureworldguam.com
28	SHON MUNA		DPW/CIP	888 8910	shon.muna@dpw.guam.gov
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The Honorable  
LOURDES A. LEON GUERRERO  
Maga' Håga • Governor

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





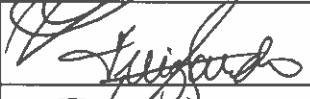



VINCENT P. ARRIOLA  
Director  
LINDA J. IBANEZ  
Deputy Director  
ERNEST G. CANDOLETA JR.  
Deputy Director

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ PRE-PROPOSAL MANDATORY SITE VISIT  
PLACE & TIME: SIMON SANCHEZ HIGH SCHOOL, 2:00PM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Leila Ludwig		SSFM	788 8330	LLUDWIG@ssfm.com
2	Thuy Nguyen		SSFM	7145487689	tnguyen@ssfm.com
3	Elmer Leon Guerrero		SSFM	488-1323	gsguerrero@ssfm.com
4	Cedric Cruz		TRMA	788-9674	ccruz@traguam.com
5	ELMER PRUDENTE		TRM2	475-8772	EPrudente@traguam.com
6	MARKEE ESMA		MASE Construction	671 687 3154	admin@maseconstructionguam.com
7	JOSEPA ANDREY DIMACULANGAN		MASE/OMICRON	671 747 3054	admin@maseconstructionguam.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
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23	CAROLINE CHARTVEH		ENGAGE	(671) 489-9707	CHARTVE IT @ ENGAGE.COM
24	David Su		DSU INVESTMENT	988 8888	davidsuwon@gmail.com
25	Domingo Caceres		SPW/STY	071-046-7771	
26	ARNOLD FELIZARDO		FWC	998-1008	arnoldfelizardo@futureworkguam.com
27	BROWN, Bob		PDOLB	7275404	carbrown@9dse.net
28					
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# CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM

## Weekly Meeting with SSFM and DPW Director

Wednesday, April 9, 2025 ; 9am; DPW Director's Office

### I. CALL TO ORDER

### II. UNFINISHED BUSINESS

#### A. Pre Proposal Conference / Mandatory Site Visit

#### B. RFP

##### A. Responsiveness of Proposers

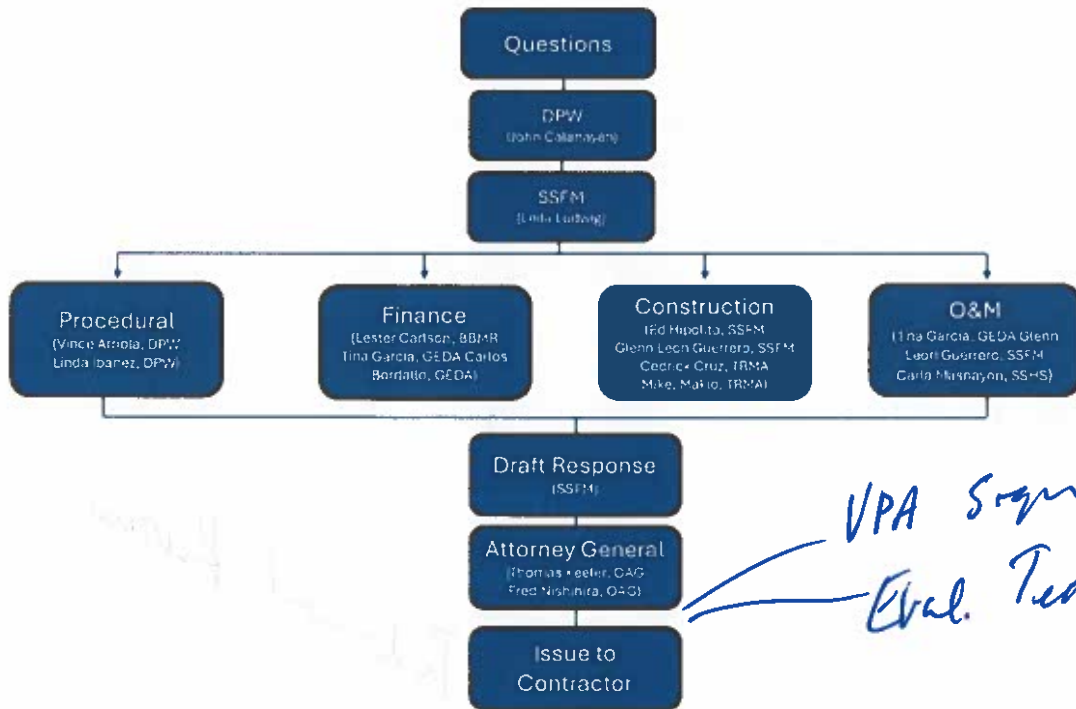
##### B. Evaluation Process Proposed (One score sheet only)

- i. **Tuesday, June 3<sup>rd</sup>, 8-5pm-** Convene/ Sequester Evaluation Committee and Subject Matter Experts (SMEs)
- ii. **Wednesday & Thursday, June 4<sup>th</sup>-5<sup>th</sup>** - Interview All. Turn in Score sheet after.

### III. NEW BUSINESS

#### A. RFIs

- i. Review of any RFIs Received to Date
- ii. RFI Process:3



B. Addendum 1

- i. Insert training date into existing schedule
- ii. Finalize R&R & Evaluation Review Dates
  - i. Finalize Evaluator's location

C. Procurement Records

- i. LL to meet with LI to review process

D. Contracts

- i. Lease back
- ii. O&M
- iii. Demolition

E. Determine Negotiations

F. UPCOMING WEEKLY MEETING SCHEDULE

- i. Weekly Friday Stakeholders Meeting.
- ii. Weekly DPW Procurement Staff and CM Meetings (Address RFIs, questions, next steps).

G. ADJOURN

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**UPCOMING MILESTONES**

- **Friday, April 18<sup>th</sup>, 4pm:** Last day to submit written questions and/or clarifications.
- **Wednesday, April 30<sup>th</sup>, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **May 23, 2025, 4pm:** RFP Submittal Due Date
- **Tuesday, June 3<sup>rd</sup>:** Convene RFP Evaluation Committee
- **Wednesday, June 4<sup>th</sup>:** Thursday, June 5<sup>th</sup> : Presentations and Interviews
- **Friday, June 20<sup>th</sup>:** Anticipated Selection Notice

May 31  
Jun 2 ) Indushtel Review

dir-5734  
20--



Simon Sanchez High School  
PROPOSED TERM SHEET

- I. Government Financing
  - a. Proposed Additional Rental to cover maintenance and insurance as per the RFP
  - b. Proposed Annual Developer Cost
  - c. Other Costs/Fees
- II. Alternative Method of Financing (Funds must be delivered within 90 days)
  - Short-term debt
  - Mortgage
  - Loan
  - Federally guaranteed loan
  - Other Financing \_\_\_\_\_

Please provide alternative financing details

- 1) Financing Narrative to include examples of successful execution with previous lease financings (1 page max)
- 2) Interest Rate
- 3) Financing Agreement form (loan agreement)
- 4) Financing calendar of events
- 5) Proposed Annual Debt Payment
- 6) Proposed Additional Rental to cover maintenance and insurance as per the RFP
- 7) Proposed Annual Developer Cost
- 8) Other Costs/Fees

**REQUEST FOR PROPOSALS**

**FOR**

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

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

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

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

*and*

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

**PREPARED BY:**



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

**REQUEST FOR PROPOSALS**

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

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

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

**and**

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

**PREPARED BY:**

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

**2025**

**RECOMMEND APPROVAL:**

**APPROVED BY:**

**JOHN F. CALANAYAN**  
Engineer Supervisor  
Department of Public Works

Date: \_\_\_\_\_

**VINCENT P. ARRIOLA**  
Director  
Department of Public Works

Date: \_\_\_\_\_



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

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

  
**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 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room**, located on the **5<sup>th</sup> floor of the ITC Building**. A **mandatory site visit** will follow at **2 p.m.** at the old Simon Sanchez High School to allow Proposers to familiarize themselves with the project site.

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

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

**VINCENT P. ARRIOLA**  
Director

## **NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)**

### **RFP TIMELINES**

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

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<b>Friday, March 28, 2025</b>	<b>AVAILABILITY OF RFP DOCUMENTS</b>
<b>Friday, April 4, 2025, 9 AM</b>	<b>MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM</b>
<b>Friday, April 18, 2025, 4 PM</b>	<b>LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS</b>
<b>Wednesday, April 30, 2025, 4 PM</b>	<b>ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS</b>
<b>Friday, May 23, 2025, 4 PM</b>	<b>RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)</b>
<b>Wed-Thursday, June 4-5, 2025</b>	<b>ANTICIPATED PRESENTATION &amp; INTERVIEW DATE</b>
<b>Friday, June 20, 2025</b>	<b>ANTICIPATED SELECTION NOTICE</b>

## NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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**Attachments**

ATTACHMENT A: FINANCING SCOPE OF WORK

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

**Required Forms**

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION

ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS

ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES

ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS

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

ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM

ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS

ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

## **I. PROJECT OVERVIEW**

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, build, lease/leaseback, and insure/capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the *MA KAHAT ACT OF 2013*, Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

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

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

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

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

## **II. TERM AND TIME OF PERFORMANCE**

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

### **III. SCOPE OF SERVICES**

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

### **IV. COMMUNICATION REGARDING THE RFP**

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

### **V. PROPOSAL PACKAGE REQUIREMENTS**

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

### **VI. PROPOSAL SUBMITTAL**

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

### **VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

#### **1. Format**

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

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

## 2. Contents

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

### **Section 1: Executive Summary (max. 1 page)-**

This should be an overview of the entire RFP Packet with a description of the general approach and/or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP.

**Section 2: Table of Contents.** Include clearly identifying the written material by section and page number.

### **Section 3: Cover Letter (max. 1 page)**

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

- a) The Proposer's contact person's name, phone number, and email address relative to the proposal.
- b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.
- c) You must also indicate whether you are operating as an individual proprietorship, partnership, corporation, or joint venture.
- d) A brief statement acknowledging the firm's understanding of the scope of work.
- e) A positive commitment to perform the services described, with the personnel specified in the submission, ***within the budgetary parameters of the "MA KAHAT ACT OF 2013" and any subsequent/relevant public laws.***
- f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

### **Section 4- Personnel Experience and Qualifications**

- a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.
- b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the project coordinator/manager. The manager candidate may be subject to DPW approval.
- c) Organizational Charts for Proposer. This shall include two (2) charts: 1. A chart of all corporate entities on the Proposers team, and 2. A chart of all key personnel, with their titles and specific task assignments for the Project.

- d) Resumes of personnel involved with the Project shall be included, including their school construction experience. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.
- e) Provide a description of the Proposer's technical competence and ability to draw upon multi-disciplinary staff to address the services required under the RFP.

### **Section 5- Approach and Capacity of Proposer**

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

#### **3. Construction and Insurance/Capital Maintenance**

- a) Provide a statement regarding the Proposer's availability and resources.
- b) Location of nearest office and main office, if different.
- c) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).
- d) How the Proposer plans to ensure the project remains within the budgetary ceilings and parameters set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.
- e) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**
- f) How the Proposer plans to rapidly mobilize and execute an accelerated financing, demolition, design, and construction schedule to meet the project's expedited construction timeline. Describe any concurrent strategies to streamline mobilization, expedite demolition and accelerate project completion.
- g) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design, construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies to help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.
- h) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**
- i) How the Proposer intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

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

#### **4. Financing**

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

- a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.
- b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.
- c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. Please feel free to outline certain variables such as a credit committee, and their effects, if any, on the terms and conditions of the financing.
- d) Please include your firm's latest audited financials for three (3) years.
- e) Please describe any other terms and conditions your firm requires regarding this financing.
- f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.
- g) Ability of Proposer to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.
- h) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide details on the pre-payment arrangement scenario.



## **Section 6- Experience on Similar Projects**

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

- a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide some examples of its experience in a municipal leaseback project.
- b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.
- c) Discuss the Proposer's experience with projects performed in tropical environments.
- d) Identify whether the project is completed or ongoing.
- e) Identify if any of the projects had phased completion.
- f) For the projects listed above, be sure to include the following information:
  - i. Project name and Description.
  - ii. Firm's role.
  - iii. Award and completion dates.
  - iv. Project initial contract price and final contract price.
  - v. Construction cost.
  - vi. Staffing, including Proposer's team members, subcontractors and consultants.
  - vii. Relationships with Owner/Client during the project.
  - viii. References- Provide the owner's contact name, telephone number, and email address.
  - ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
  - x. List projects that the Proposer has completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the project's complexity; and the clients' needs, minimizing inconvenience; and maximizing safety.

## **Section 7- Performance Issues**

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all lawsuits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/or litigation

state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

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

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

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

- a) Failure to enter into contract or professional services agreement once selected.
- b) Withdrawal of a proposal or bid because of an error.
- c) Termination or failure to complete a contract.
- d) Debarment by any municipal, county, territory, state, federal state, federal, or local agency.
- e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.
- f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.
- g) Knowing concealment of a deficiency in the performance of a prior contract.
- h) Falsifying information or submitting deceptive or fraudulent statements in connection with a contract.
- i) Willful disregard for applicable rules, laws, or regulations.
- j) Failure to disclose information regarding any of the above may indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

#### **VIII. TERMS OF PAYMENT**

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

2. All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.
3. The Developer, Contractor or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.
4. Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the I Liheslaturan Guahan prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation occurs, I Liheslaturan Guahan shall not be obligated to make payments of the Base Rentals and Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government of Guam's obligation to pay Rentals which are payable prior to the termination of the Lease.
5. If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.
6. To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds, along with 2) the Notice of Award. The contractor must submit a separate invoice for Demolition and Clearing, which will be paid 30 days after receipt of invoice.

#### **IX. AVAILABILITY**

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

#### **X. AMENDMENTS**

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the

portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Proposers who have signed in the Proposers Register Form.

**XI. PRE-PROPOSAL CONFERENCE**

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

**XII. PRE-PROPOSAL QUESTIONS**

Proposers with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the sole point of contact John Calanayan [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov) on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

**XIII. EXPLANATION TO PROPOSERS**

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

**XIV. DPW's ANSWERS**

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

**XV. WITHDRAWAL OF PROPOSALS**

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

**XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED**

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

**XVII. NO LATE PROPOSALS**

Proposals must be received at the DPW TMC Building, CIP Contract Section, by the Proposal Due Date set forth in the RFP Timelines. **Email or facsimile proposals will not be accepted.** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Proposer's sole risk to assure delivery at the DPW TMC Building, CIP Contract Section receptionist's desk by the designated time.

**XVIII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

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

**XIX. EQUAL OPPORTUNITY**

1. The DPW will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

**XX. RECEIPT/OPENING OF PROPOSALS**

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

**XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

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

**XXII. DETERMINATION OF RESPONSIBILITY**

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

**XXIII. COMPLETENESS OF PROPOSALS**

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

**XXIV. FAILURE TO COMPLY WITH INSTRUCTIONS**

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

RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**XXV. DPW RIGHTS RESERVED**

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

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

**XXVI. NON-DISCLOSURE OF DATA**

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

**XXVII. REJECTION OF PROPOSAL OFFER.**

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

**XXVIII. CANCELLATION OF RFP SOLICITATION**

Prior to the date deadline set for proposals, this solicitation may be canceled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the



Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

**XXIX. DEBARMENT**

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

**XXX. PERFORMANCE AND PAYMENT BOND**

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

**XXXI. INDEMNIFICATION**

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

**XXXII. RFP ATTACHMENTS & LEGAL REQUIREMENTS**

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

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

to the public for inspection and copying. See RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002.

4. **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) (reference RFP ATTACHMENT 2). By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.
5. **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) (reference RFP ATTACHMENT 3). The bidder, Proposer, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.
6. **Affidavit Re Contingent Fees** per 2 GAR § 11108 (reference: RFP ATTACHMENT 4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.
7. **Affidavit Re Ethical Standards** per 2 GAR § 11103 (reference: RFP ATTACHMENT 5). The bidder, Proposer, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.
8. **DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION** (reference: RFP ATTACHMENT 6).
9. **ACKNOWLEDGEMENT OF RECEIPT FORM** (reference: RFP ATTACHMENT 7).

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

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

**XXXIII. OPENING OF PROPOSALS**

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

**XXXIV. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by the ***“MA KĀHAT ACT of 2013”*** and any subsequent/relevant Public Laws. The Evaluation Committee includes:

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

**Evaluation Process**

1. Due to the complexity and diversity of the scope of services required in this RFP (finance, demolition, design, build, lease/leaseback, insurance and capital maintenance), DPW intends to convene the Evaluation Committee with subject matter experts (SMEs), to provide technical clarifications in specific areas. SMEs will not participate in scoring but may provide input to assist the committee in evaluating.
2. Each member of the Evaluation Committee will evaluate each proposal based on the qualifications outlined in Section XXXIV. Evaluation, Rating and Selection Table. The sealed Term Sheet and Price Proposal will not be used as the basis of the evaluation.
3. Each member of the Evaluation Committee will evaluate each proposal and rank each proposal based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest).
4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer

must appear in person. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. Proposers will be notified of the location of the interviews at a future date.

5. Tie Breaker Procedure: If two (2) or more Proposers' ranks are equal, the Chairperson will evaluate the proposals to break the tie.
6. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference, submit it to the DPW Director, and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.
7. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.
8. The Government will enter negotiations with the best qualified Proposer, at which time their sealed individual Term Sheet and individual Price Proposal will be opened for negotiation.

#### **XXXV. EVALUATION CRITERIA**

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

#### **XXXVI. EVALUATION, RATING AND SELECTION TABLE**

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

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

EVALUATION CRITERIA	MAX SCORE	SCORE
<b><u>Capacity of Proposer</u></b> 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	
<b><u>Proposer's Experience on Similar Projects</u></b> 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	
<b><u>Performance Issues</u></b> 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	
<b>TOTAL POINTS</b>	<b>100</b>	

**XXXVII. INDIVIDUAL EVALUATION FORM**

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

**XXXVIII. SUMMARY EVALUATION FORM**

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

**XXXIX. TERM SHEET AND PRICE PROPOSAL SUBMITTAL**

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

**XL. NEGOTIATION AND AWARD OF CONTRACT**

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

Contract negotiations will be directed towards:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;
2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

**XLI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER**

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

**XLII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER**

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Proposer of the termination of negotiations which shall be confirmed by written notice. Upon failure to

negotiate a contract with the best-qualified Proposer, the Department of Public Works will enter negotiations with the next most qualified Proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified Proposer.

**XLIII. NOTICE OF AWARD**

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

**XLIV. AWARDING OF CONTRACT**

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

**XLV. COMMENCEMENT OF WORK**

DPW will issue a Notice to Proceed (NTP) for services for the project upon approval of Contract Agreement. A separate NTP for demolition and clearing may be issued earlier to expedite the construction schedule.

**XLVI. DEFINITIONS**

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



- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **Notice** as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

# **FINANCING SCOPE OF WORK**

## **ATTACHMENT A**

## **FINANCING SCOPE OF WORK**

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

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

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

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

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

## **FINANCIAL DESCRIPTION**

### **Leaseback agreement.**

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

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

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

#### Key Lease Terms.

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

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

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

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

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

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

## **FINANCE**

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

### **Supplemental Information**

- i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds are expected to mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;
- ii.) Any such pledge or reservation authorized under the indenture or similar instrument shall be valid and binding from the time the pledge or reservation is made; and
- iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.
- iv.) Rental Payments from Lawfully Available Moneys. Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, may be reserved and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

## **TERMS OF PAYMENT**

*(see RFP section VII. TERMS OF PAYMENT)*

## **PLEDGED GENERAL FUND REVENUES**

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

*(end)*

**DESIGN/CONSTRUCTION  
AND  
INSURANCE/CAPITAL MAINTENANCE  
SCOPE OF WORK**

**ATTACHMENT B**

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A. Project Timeframe: 730 days for construction and full occupancy.

B. General Design Requirements

1. Provide the Final A/E Construction Documents for the project and all permits/clearances for construction and occupancy.

The design documents prepared by TRMA and its consultants are not final construction documents. These serve solely as a preliminary basis for the developer, the developer's contractor, and A/E Designers of Record who are responsible for preparing the final construction documents for building regulations compliance, final programming requirements, financing, constructability, maintenance, and final price determination.

2. The Developer is responsible for procurement and installation of Furniture, Fixtures, and Equipment (FF&E).
3. Facilitate GDOE Review of the Developer's A/E Final Construction Documents at 60% Design Development and Final Design stages. These include GDOE Commissioning Design Review.
4. Disregard references to alternate bid items in the programming documents. The total cost must be for the financing, construction, and maintenance of the entire project scope and itemized as required in Part D.
5. Provide biological conservation measures prior to use of the site for clearing & grading or demolition. Refer to Part F1.
6. Provide geotechnical investigation work required for the Final Construction Documents.
7. Expedite demolition, clearing & grading, geotechnical, and building permit applications. Design work for the Final Construction Documents may be structured to allow for demolition, geotechnical work, clearing, and grading permit applications prior to Final Construction Document completion.
8. Expedite design work needed for construction procurement of long-lead materials, building systems, and FF&E.

C. General Construction Requirements

1. Ensure that all construction phase requirements are met.
2. Provide all required insurance.
3. Coordinate with GDOE, SSHS, and FBLG:
  - a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.
  - b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.
  - c. Provide 3-weeks' notice prior to any utility work that will affect FBLG school.

4. Provide and Maintain Biological Conservation Measures. Refer to Part F1.
5. Obtain Demolition, Clearing & Grading, and Building Permits
6. Expedite procurement of long-lead materials, building systems, and FF&E.
7. Provide Temporary Utilities
8. Provide Engineering Special Inspections
9. Obtain Occupancy Permit
10. Comply with GDOE Commissioning Requirements
11. Provide and Install FF&E
12. Facilitate Sanitary Permit Application and Inspections with GDOE
13. Refer to Attachment B-18 DPW Construction Management (CM) Requirements

**D. Project Scope**

1. The project scope consists of:
  - a. General Requirements for Design and Construction
  - b. Financing
  - c. Insurance, Capital Maintenance and Custodial Plan
  - d. Site Development & Sports Facilities
  - e. Administration Building, Main Entrance, Covered Walkways, and Courtyard
  - f. A-wing Classroom Building
  - g. Gymnasium Building
  - h. B-wing Classroom Building
  - i. Cafeteria
  - j. JROTC Classroom Building and Multipurpose Space
  - k. C-wing Classroom Building
  - l. Auditorium including FF&E, Audio Visual, and Theater Specialty systems.
  - m. Photovoltaic System
  - n. Rainwater Catchment System
  - o. Landscaping Plants, Irrigation, and Site Furnishing
  - p. Credit Recovery Building

Price determination must be based on the entire project scope per the Programming Document Design and the required design development work for the Final Construction

Documents. Complete the Price Proposal Form (Attachment 9) and submit it with the sealed term sheet.

**E. School Population**

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

**F. Design Requirements:**

1. Biological Conservation Measures
  - a. Provide Biological conservation measures prior to any work onsite.
  - b. Conduct an environmental survey to confirm the current site condition relative to the presence of any endangered species. Identify any changes to the information noted in Attachment B-2 Biological Assessment Report. Include a biological census to document the actual number of endangered species present on the site as required for a US Fish and Wildlife Services (USFWS) Incidental Take Permit Application.
  - c. Execute a USFWS Incidental Take Permit Application for the translocation of endangered species found onsite to the new habitat designated in the programming document design.
  - d. Obtain USFWS and Department of Agriculture approval prior to translocation of endangered species.
  - e. Establish the new habitat prior to translocation of endangered species.

- f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.
  - g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.
- 2. Demolition
  - a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.
  - b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.
  - c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.
  - d. Salvage items and relocate as identified in the programming document design.
- 3. Bus Stop
  - a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.
  - b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.
- 4. Traffic Circulation and Parking
  - a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.
  - b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.
  - c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.
  - d. Provide parking adjacent to the campus facilities and the sports facilities.
- 5. Community Walking Path
  - a. Provide a community walking path along the east side of the campus. The fence along the community walking path must incorporate local artist murals/artwork.
- 6. Credit Recovery Building
  - a. Provide the Credit Recovery building as a separate facility from the rest of the SSHS campus with separate parking and after-hours vehicular access.

7. Auditorium and Gymnasium
  - a. Locate the Auditorium and Gymnasium adjacent to parking areas to accommodate after school hours use of these facilities.
8. Drill Pad
  - a. Provide a concrete drill pad at the exterior grounds in general proximity to the JROTC program location.
9. Courtyard Space and Main Entrance
  - a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.
  - b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.
  - c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.
  - d. Provide four flag poles adjacent to the Main Entrance.
  - e. Provide monument signage adjacent to the Main Entrance.
  - f. Provide a covered walkway from the car rider drop-off area to the main office entrance.
  - g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.
  - h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.
  - i. Provide convenience walkways through the courtyard space and uncovered seating.
  - j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.
  - k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.
  - l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.
  - m. Provide a stage for assembly events in the courtyard.

- n. Do not place student lockers along the courtyard.
- o. Provide student planting areas.
- p. Provide trellis-covered outdoor learning areas.
- q. Provide convenience outlets throughout the courtyard covered seating areas.
- r. courtyard space.
- s. Civil, Landscaping, Electrical, and Telecom requirements are identified in Attachments B-7, B-8, and B-15.

10. Sports Facilities

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

11. General Requirements for Building Design

- a. Do not exceed a second-floor level.
- b. Provide Access-controlled entry with egress override at exterior building doors.
- c. Provide ADA door operator controls at primary building entrances.
- d. Provide a minimum of two passenger elevators and one service elevator for 2nd floor access.
- e. Provide Security Surveillance and Alarm systems.



- f. Provide seismic separation as established in the programming document design.
  - g. Provide roof access and fall protection.
  - h. Provide gravel maintenance strips at perimeter of buildings.
  - i. Comply with Guam Zoning Code; International Building Code 2009; Guam Tropical Energy Code; ADA/ANSI A117.1-2003; Department of Public Health and Social Services requirements for school facilities; National Federation of High Schools standards for sports facilities.
  - j. Refer to Part I and J requirements.
- 12. Corridors
  - a. Minimize hiding spots in corridors.
  - b. Locate general student lockers in classroom building corridors.
  - c. Provide Access Control for exterior doors
- 13. Artwork
  - a. Provide Local Artist murals/artwork/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. Refer to Attachment B-16 for CAHA requirements.
- 14. Room Requirements
  - a. Provide the rooms specified in the room requirements and adjust accordingly for the student population requirements. Refer to Part J.
- 15. Room Adjacencies
  - a. Maintain the general room adjacencies established in the programming document design; design development may modify adjacencies subject to GDOE approval.
- 16. Campus Wing Configurations
  - a. Maintain the desired A-wing, B-wing, and C-wing general grouping of spaces established in the programming document design; design development may modify campus wing configurations subject to GDOE approval.
- 17. Room Area and Dimensions
  - a. Maintain minimum room areas and dimensions established in the programming document design; design development may modify room area and dimensions subject to GDOE approval.

18. Building Systems Requirements
    - a. Refer to Part I.
  19. Access Control Requirements
    - a. Refer to Part I.
  20. Provide a concrete floor structure for Dance/Band/Choir Classrooms if these are located on the second-floor level.
- G. Design Development Requirements for Final Construction Documents:
1. Modification of the Programming Document Design is acceptable for:
    - a. Site Layout and Courtyard Configuration
    - b. Room Configuration & Placement
    - c. Building Shell Design
    - d. Building Systems Design
    - e. FF&E
  2. Modifications must comply with the Programming Document Design intent and are subject to GDOE approval.
- H. Site Development Requirements
1. Civil – Refer to Attachment B-15
  2. Landscaping – Refer to Attachment B-15
  3. Site Fire Protection – Refer to Attachment B-15
  4. Site Electrical & Telecom – Refer to Attachment B-15
- I. Building Shell & Systems Requirements
1. Architectural
    - a. Exterior Sidewalks
      - 1) Provide sealer and broom finish concrete for Exterior Sidewalks with pattern as identified in the programming document design.
    - b. Slab on Grade
      - 1) Provide termite treatment.
      - 2) Provide continuous vapor barrier at building perimeter foundations and slab on grade for interior spaces.
      - 3) Provide floor mats with drains at building entrances.
      - 4) Provide ADA-compliant floor transitions and maintain required tolerances for floor finishes.

- c. Exterior Walls & Columns
  - 1) Provide plaster and paint finish for concrete walls and columns.
  - 2) Provide reveal and paint patterns per the programming document design.
  - 3) Provide beveled edges and corners.
  - 4) Flash and seal wall penetrations.
  - 5) Provide eyebrows/overhangs for exterior windows and doors.
  - 6) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
  - 7) Provide aluminum or stainless-steel wall coping.
  - 8) Provide aluminum or stainless-steel roof drain cladding.
- d. Suspended Slabs & Roofs
  - 1) Provide gutters and downspouts for balcony walkways and roofs.
  - 2) Provide roof drains with covers.
  - 3) Provide scuppers for drainage and overflow.
  - 4) Provide aluminum or stainless steel seismic joint covering with weatherproofing.
  - 5) Provide floor mats with drains at building entrances.
  - 6) Provide integrated rain drips at the bottom face of the exposed structure for balcony walkways and roofs.
  - 7) Provide sealer and broom finish for balcony walkways.
  - 8) Provide monolithic concrete connection of roof slab to parapet wall.
  - 9) Provide control joints at roofs to mitigate roof cracks.
  - 10) Provide continuous roof coating with flexible flashing at control joints, wall-roof transitions, penetrations, and elevation changes.
  - 11) Provide fireproofing for exposed steel structure where fire rating is required.
  - 12) Provide thermal insulation under the roofs of interior spaces.
  - 13) Provide acoustic insulation for the Dance, Choir, and Band rooms on the second floor above other rooms.
- e. Exterior Doors & Windows
  - 1) Comply with wind loading requirements and standard testing requirements.
  - 2) Provide aluminum storefront and flush entrance doors to interior spaces; full lite doors for primary building entrances; flush doors with vision panels for other exterior doors; no vision panels at restroom doors.
  - 3) Provide aluminum storefront windows.
  - 4) Provide exterior doors with thresholds, and complete aluminum and rubber weatherstripping.
  - 5) Provide operable windows with screens at classrooms and offices
  - 6) Provide air curtains at designated doors.
  - 7) Provide ADA door operator systems at primary entrance doors.
  - 8) Provide access-control systems at exterior entrance doors excluding restrooms and utility rooms accessed from the main courtyard space.
  - 9) Provide aluminum accordion shutters for storefront doors and windows.

- 10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
  - 11) Provide tinted safety glass for doors and windows.
  - 12) Comply with room requirements for exterior doors & windows.
- f. Roof Access, Fall Protection, and Stairs
- 1) Provide secure roof access stairs.
  - 2) Provide secure roof access ladders with fall protection.
  - 3) Provide parapet walls or guardrails for roofs.
  - 4) Provide fall protection system anchors without parapet walls or guardrails.
  - 5) Provide aluminum guardrails with handrails at stairways.
  - 6) Provide aluminum guardrails for balcony walkways and fall protection.
- g. Interior Walls and Columns
- 1) Provide plaster and paint finish for exposed concrete walls and columns.
  - 2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
  - 3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
  - 4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.
  - 5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
  - 6) Provide paint patterns per the programming document design.
  - 7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
  - 8) Comply with room requirements for interior walls and FF&E.
- h. Interior Floor Finishes
- 1) Provide VCT flooring for interior spaces except where otherwise required.
  - 2) Provide Rubber tile flooring for the Cafeteria dining area,
  - 3) Provide fluid-applied Athletic Flooring at the Gymnasium and Track.
  - 4) Provide Performance Flooring for the Dance, Band, and Choir Rooms.
  - 5) Provide porcelain ceramic wall and floor finish at restrooms.
  - 6) Provide quarry tile floor finish at Kitchen areas.
  - 7) Comply with room requirements for finishes.
- i. Ceilings
- 1) Provide 2'x2' acoustical ceiling tile system. Gyp. Bd. Soffits may be utilized for concealing mechanical ductwork.
  - 2) Provide 2'x2' smooth ceiling panels for the cafeteria and kitchen areas.
  - 3) Provide water-resistant gypsum board for soffits and roof furring.
  - 4) Provide ceiling access panels for maintenance requirements.
  - 5) Provide acoustic ceiling elements per room requirements.
  - 6) Provide seismic bracing for ceilings and soffits.
  - 7) Comply with room requirements for ceiling height.

- j. Interior Doors & Windows
  - 1) Provide full lite doors at corridors.
  - 2) Provide flush wood doors with vision panels at classroom/prep room entrance and storage doors.
  - 3) Provide flush wood doors with no vision panels at corridor restroom entrances. Provide double-keyed deadbolts for multiple-occupant restrooms. Provide privacy function locksets for single-occupant and family restrooms.
  - 4) Provide clear safety glass for doors and windows.
  - 5) Provide exit devices per egress requirements.
  - 6) Provide window blinds except at clearstory windows
  - 7) Provide acoustic windows and doors per room requirements.
- k. Toilet Partitions & Accessories
  - 1) Provide phenolic toilet partitions.
  - 2) Provide shower partitions and curtains to separate each individual shower.
  - 3) Provide toilet accessories for restrooms.
  - 4) Comply with DPHSS requirements.
- l. Casework
  - 1) Provide ¾-inch plywood with hardwood edges, wood veneer, and plastic laminate finish casework with adjustable shelving.
  - 2) Provide epoxy resin countertops on ¾-inch plywood with backsplash at science and art classrooms.
  - 3) Provide solid surface countertop on ¾-inch plywood with backsplash at sink counters.
  - 4) Provide power, water, and LP gas connections and fixtures for science tables.
  - 5) Match casework base with wall base.
  - 6) Provide pipe insulation for exposed piping at accessible sinks and lavatories.
- m. Signage
  - 1) Provide Exterior Building Signage designating each wing/building and visible from the emergency access road.
  - 2) Provide exterior signage for each wing/building that is visible from the courtyard.
  - 3) Provide Exterior Signage for each wing/building at each building entrance.
  - 4) Provide room signage indicating room number and name; include Braille.
  - 5) Provide directional signage for exits, restrooms, main office, cafeteria, gymnasium, band, choir, dance, and library.
- 2. Structural Requirements – Refer to Attachment B-15
- 3. Mechanical & Fire Protection Requirements – Refer to Attachment B-15

4. Electrical Power & Lighting – Refer to Attachment B-15
  - a. Refer to access control requirements for the Courtyard, Main Entry, and building exterior doors.
5. Telecommunications – Refer to Attachment B-15
  - a. Provide a combined Public Address, Intercom, and Bell system throughout the entire school for notifications to the classrooms, offices, corridors, covered walkways, library, multipurpose, cafeteria, auditorium, and gymnasium spaces. Provide intercom controls at each classroom, library, cafeteria office, gymnasium offices, and auditorium office/control room for 2-way communication to the PA control center at the Main Office.

J. Commissioning Requirements

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

K. Insurance and Capital Maintenance and Custodial Plan Requirements

**Insurance**

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

Subject to the preceding paragraph, the Proposer shall:

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

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
<b>1</b>	<b>Paving</b>					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
<b>2</b>	<b>Structural</b>					
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	
<b>3</b>	<b>Wall Systems</b>					
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	
<b>4</b>	<b>Floor Covering</b>					
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
<b>5</b>	<b>Painting</b>					
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
<b>6</b>	<b>Roofing</b>					
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	
<b>7</b>	<b>Electrical</b>					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Conduits, Conductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x	x	
<b>8</b>	<b>Plumbing</b>					
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			
			Jenitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
<b>9</b>	<b>Air Conditioning/Ventilation/Heating</b>					
9 1	Air Conditioning Systems					
9 1 1	1 a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 2	1 b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9 2	2. Ventilation Systems					
9 2 1	2 a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 2 2	2 b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9 1 3	2 c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
<b>10</b>	<b>Fire Protection System</b>					
10 1	Testing and Certifying of Fire Protection System	Annually		x		
10 2	Maintenance of Fire Protection Riser and System	As required			x	
10 3	Maintenance of Fire Alarm System	see Section 7				
10 4	Testing and Certifying of Kitchen Fire Protection System				x	
10 5	Certification and Replacement of Fire Extinguishers	Annually/As Required		x	x	x
<b>11</b>	<b>Kitchen Equipment</b>					
11 1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
<b>12</b>	<b>Telecom and Internet</b>					
12 1	Telecommunication Conduits / wiring	As Required			x	
12 2	Public Address	Per Mfr		x		
<b>13</b>	<b>Landscaping and Lawns</b>					
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
<b>14</b>	<b>Custodial and Waste Collection</b>					
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			
<b>15</b>	<b>Pest Control</b>					
15 1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15 2	Control of Termites	As Required	x			x
<b>16</b>	<b>Elevator Maintenance</b>					
16 1	Certification	annually		x		x
<b>17</b>	<b>Campus Security</b>					
17 1	On Site Security	As Required	x			

(end)

**REQUIRED FORMS**

**ATTACHMENTS 1-9**

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**

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

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

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

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

My commission expires: \_\_\_\_\_

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**

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

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

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

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

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

Subscribed and sworn to before me

This       day of       , 202   .

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

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

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

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

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

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC

My commission expires: \_\_\_\_\_, \_\_\_\_\_.

## **AFFIDAVIT RE CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

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

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

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

Subscribed and sworn to before me

This       day of       , 202 .

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**

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

\_\_\_\_\_  
Signature

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

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**DEPARTMENT OF PUBLIC WORKS**

**Please acknowledge receipt of**

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

***Construction of Simon Sanchez High School***

**Name of Prospective Proposer**

---

**Name of person receiving RFP**

---

**Signature**

---

**Date**

---

**Time**

---

**Contact Person regarding RFP**

---

**Company/Firm**

---

**Title**

---

**E-mail Address**

---

**Contact Number**

---

**Fax Number**

---

**Address**

---

---

## **DPW CHECKLIST OF PROPOSAL RESPONSIVENESS**

This checklist will determine if a Proposal is responsive. Proposers are reminded to read the Request for Proposal and to comply with the mandatory requirements listed below. Proposals not in compliance with the mandatory requirements below may be disqualified.

### **DPW Check-off**

#### **( ) PROPOSAL PACKAGE**

- ☐ Package must be sealed, and the outside clearly marked with the Project Name, Project No. and the name of the Proposer
- ☐ One (1) original and six (6) copies of the Proposal enclosed
- ☐ Two (2) electronic copies of the Proposal on CD or USB portable storage device
- ☐ One (1) separate and sealed individual Term Sheet for financing and a separate individual Price Proposal & Addenda Acknowledgement of Receipt Form (Attachment 9)

#### **( ) EXECUTIVE SUMMARY (max. 1 page)**

#### **( ) TABLE OF CONTENTS**

#### **( ) COVER LETTER (max 1 page)**

- ☐ The name, phone number and email address of the Proposer's contact person relative to the proposal.
- ☐ The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.
- ☐ Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a joint venture.
- ☐ A brief statement acknowledging the firm's understanding of the scope of work.
- ☐ A positive commitment to perform the services described, with the personnel specified in the submission, within the budgetary parameters of the "MA 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

## PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

Date: \_\_\_\_\_

To: Director of Public Works  
Government of Guam  
542 North Marine Drive  
Tamuning, GU 96913

Gentlemen:

The undersigned (hereafter called the Bidder),

\_\_\_\_\_  
*(Corporation, Partnership or Individual)*

an organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **"New Simon Sanchez High School: FDDBLM, Project No. 730-5-1059-L-YIG"** all in accordance with the drawings, specifications and other RFP documents prepared by the Department of Public Works for the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized price proposal form attached hereto exclusive to annual maintenance and insurance cost. The annual insurance and maintenance costs are excluded from this sum.

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the price proposal of the undersigned. In the event that the undersigned Proposer shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this price proposal, the Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Proposer, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this price proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.

**Project Scope Construction Costs:**

Item	Cost
General Requirements for Design and Construction	
Site Development and Sports Facilities	
Administration Building, Main Entrance, Covered Walkways, and Courtyard	
A-wing Classroom Building	
Gymnasium Building	
B-wing Classroom Building	
Cafeteria Building	
JROTC Classroom Building & Multipurpose Space	
C-wing Classroom Building	
FF&E (excluding Auditorium & Credit Recovery Buildings)	
Auditorium Building including FF&E, Audio Visual, and Theater Systems	
Photovoltaic System	
Rainwater Catchment System	
Landscaping Plants, Irrigation, and Site Furnishing	
Credit Recovery Building including FF&E	
TOTAL	\$

**Annual Insurance and Maintenance**

Item	Cost
Annual Insurance Premium	
Annual Grounds and Custodial Costs	
Annual Maintenance Costs	
Annual Capital Maintenance Fund	

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3.	_____	_____
4.	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all price proposals or to waive any informality or technicality in any price proposals in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(BY) *(Name and Signature)*

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(BUSINESS ADDRESS)

**END OF PRICE PROPOSAL FORM**

# GUAM EDUCATION FINANCE FOUNDATION III, INC.

## DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

@ 9:40 A.M.  
JHC [Signature]

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
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#### (✓) COVER LETTER (max 1 page)

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(✓) **DPW CHECKLIST OF RESPONSIVENESS (Attachment 8)**

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GENERAL PACIFIC SERVICES @ 9:52 A.M.

## DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

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---

## SSHS Partner Contracts

---

Glenn Leon Guerrero <gguerrero@ssfm.com>

Wed, Apr 9, 2025 at 1:51 PM

To: "Tina Garcia - GEDA (cgarcia@investguam.com)" <cgarcia@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>

Cc: "Carlos Bordallo (carlos.bordallo@investguam.com)" <carlos.bordallo@investguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>

Hafa Adai Tina,

With the recent issuance of the Simon Sanchez RFP and its due date on May 23<sup>rd</sup>, it is hopeful that a partner for Simon Sanchez will be selected and awarded. A future step in concluding this procurement will be to negotiate a lease back agreement and a subsequent Insurance and Maintenance Agreement. Grateful if you could forward the sample contracts for both agreements.

Glenn Guerrero | Senior Project Manager



Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

[gguerrero@ssfm.com](mailto:gguerrero@ssfm.com) | [www.ssfm.com](http://www.ssfm.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.



John F. Calanayan <john.calanayan@dpw.guam.gov>

---

## Request for information (RFI)

5 messages

---

**Jacinto Paguigan** <JPaguigan@jbmoderntech.com>  
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>  
Cc: Gene Bangayan <GeneBangayan@jbmoderntech.com>

Thu, Apr 10, 2025 at 3:25 PM

Dear Mr. Calanayan;

Please see attached our RFI for the proposed project  
mentioned below;

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

Project name: New Simon Sanchez High School

Please confirm upon receipt.

Your immediate response is greatly appreciated.

Thank you,

Jacinto Paguigan

J&B Moderntech

---

 **RFI\_J&B.docx**  
101K

---

**John F. Calanayan** <john.calanayan@dpw.guam.gov>  
To: Jacinto Paguigan <JPaguigan@jbmoderntech.com>  
Cc: Gene Bangayan <GeneBangayan@jbmoderntech.com>

Fri, Apr 11, 2025 at 2:05 PM

I confirm receipt.  
[Quoted text hidden]

---

**John F. Calanayan** <john.calanayan@dpw.guam.gov>  
To: Glenn Leon Guerrero <gguerrero@ssfm.com>, "Joseph W. Duenas" <jduenas@ssfm.com>, lludwig@ssfm.com

Fri, Apr 11, 2025 at 2:06 PM

RFI from J&B Modern tech  
[Quoted text hidden]

---

**John F. Calanayan** <john.calanayan@dpw.guam.gov>

Fri, Apr 11, 2025 at 2:06 PM

To: Glenn Leon Guerrero <gguerrero@ssfm.com>, "Joseph W. Duenas" <jduenas@ssfm.com>, lludwig@ssfm.com

see below

[Quoted text hidden]



**RFI\_J&B.docx**  
101K

**Glenn Leon Guerrero** <gguerrero@ssfm.com>

Fri, Apr 11, 2025 at 3:37 PM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

I confirm receipt.

Glenn Guerrero | Senior Project Manager



**Innovate | Adapt | Sustain**

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

[gguerrero@ssfm.com](mailto:gguerrero@ssfm.com) | [www.ssfm.com](http://www.ssfm.com)

**From:** John F. Calanayan <john.calanayan@dpw.guam.gov>

**Sent:** Friday, April 11, 2025 2:07 PM

**To:** Glenn Leon Guerrero <gguerrero@ssfm.com>; Joseph W Duenas <jduenas@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>

**Subject:** Re: Request for information (RFI)

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

[Quoted text hidden]

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by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.



**J&B Modern Tech**  
**HVAC&R EQUIPMENTS AND SUPPLIES**

P.O. BOX 9788 TAMUNING, GUAM, U.S.A. 96931  
TELEPHONE: (671) 646-0588 / 646-3346 / 646-4435  
FAX: (671) 646-0589

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

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

**REQUEST FOR INFORMATION (RFI)**

RFI no.	Description	Response
1	Can this project be self-finance without the bonding from GEDA?	
2	If self-finance does the RFP continues?	
3	If self-finance what will be the requirements?	

## Leila Ludwig

---

**From:** John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>  
**Sent:** Friday, April 11, 2025 2:06 PM  
**To:** Glenn Leon Guerrero; Joseph W Duenas; Leila Ludwig  
**Subject:** Fwd: Request for information (RFI)

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

RFI from J&B Modern tech

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

**From:** John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>  
**Date:** Fri, Apr 11, 2025 at 2:05 PM  
**Subject:** Re: Request for information (RFI)  
**To:** Jacinto Paguigan <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)>  
**Cc:** Gene Bangayan <[GeneBangayan@jbmoderntech.com](mailto:GeneBangayan@jbmoderntech.com)>

I confirm receipt.

On Thu, Apr 10, 2025 at 3:25 PM Jacinto Paguigan <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)> wrote:

Dear Mr. Calanayan;

Please see attached our RFI for the proposed project  
mentioned below;

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

Project name: New Simon Sanchez High School

Please confirm upon receipt.

Your immediate response is greatly appreciated.



Simon Sanchez High School (FDDBLM)

Project Number: 730-5-1059-L-YIG

RFI						
No.	Date	Company	Proposer	Questions	Response Date	Response by
1	250408	JB Modern Tech	Jacinto Paguigan	This template is for " Request for Information" (RFI) that the bidders will be using for the queries.	250408	JC, DPW
2	250409	JB Modern Tech	Jacinto Paguigan	Thank you, I also want to follow-up our previous request for a copy of attendance sheet during pre-bid conference and site visit.		
3	250410	G4S Security	Jamielynn Zamora	G4S is requesting a copy of the potential registered bidders listing for Project No. 730-5-1059-L-yig New Simon Sanchez High School-Finance, Demolition, Design\, Build, Lease/Leaseback and Insure/capital Maintenance (FDDDBLM)		
4	250411	JB Modern Tech	Jacinto Paguigan	Can this project be self-finance without the bonding from GEDA?	250411	LC, BBMR
5	250411	JB Modern Tech	Jacinto Paguigan	If self-finance does the RFP continues?	250411	LC, BBMR
6	250411	JB Modern Tech	Jacinto Paguigan	If self-finance what will be the requirements?	250411	LC, BBMR

**DRAFT:** The Makahat Act allows for the new SSHS to be alternatively financed through "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 the approval of 1 Liheslaturan Guahan.*" Any departure from the financing authorized in the Makahat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the *schedule set forth in the RFP.*

**DRAFT:** If self financed the RFP must still continue as the criteria for selection involves more than the financing element ( see evaluation criteria )

**DRAFT:** First, a demonstration that the alternative financing will better serve the People of Guam, second and more importantly that the alternative financing is viable and available throughout the construction period. Finally, the alternative financing must meet the Shall Not Exceed Amount described in the Makahat Act.

---

**SSHS Wed Weekly Meeting Minutes - April 02 & 09**

---

**Leila Ludwig** <lludwig@ssfm.com>

Tue, Apr 15, 2025 at 1:09 PM

To: Vince Arriola &lt;vince.arriola@dpw.guam.gov&gt;, Donna Herrero &lt;donna.herrero@dpw.guam.gov&gt;, Linda Ibanez &lt;linda.ibanez@dpw.guam.gov&gt;, Valarie San Nicolas-Cruz &lt;valarie.sannicolas@dpw.guam.gov&gt;

Cc: Glenn Leon Guerrero &lt;gguerrero@ssfm.com&gt;, Joseph W Duenas &lt;jduenas@ssfm.com&gt;, "Gerard E. Bautista" &lt;gbautista@ssfm.com&gt;

Hafa Adai Director Arriola,

Please see meeting minutes for your review and approval:

250402        SSHS Wed Weekly Mtg Mins

250409        SSHS Wed Weekly Mtg Mins

Kindly confirm receipt of this email and the attached documents.

v/r,

**Leila Ludwig** | Project Coordinator

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

D 808.913.0362

lludwig@ssfm.com | www.ssfm.com

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## 2 attachments



**250402 SSHS Wed Weekly Mtg Mins.docx**  
4741K



**250409 SSHS Wed Weekly Mtg Mins.docx**  
1305K

**DOCUMENT:** DPW/SSFM Weekly Meeting Minutes

**LOCATION:** DPW Directors Office

**DATE:** Wednesday, April 02, 2025

**TIME:**

**Start: 09:00 AM**

**End: 11:15 AM**

**ATTENDEES:**

Name	Organization
Vince Arriola	DPW
Linda Ibanez	DPW
John Calanayan	DPW
Joe Duenas	SSFM
Gerard Bautista	SSFM
Glenn Leon Guerrero	SSFM
Leila Ludwig	SSFM

**AGENDA MINUTES:**

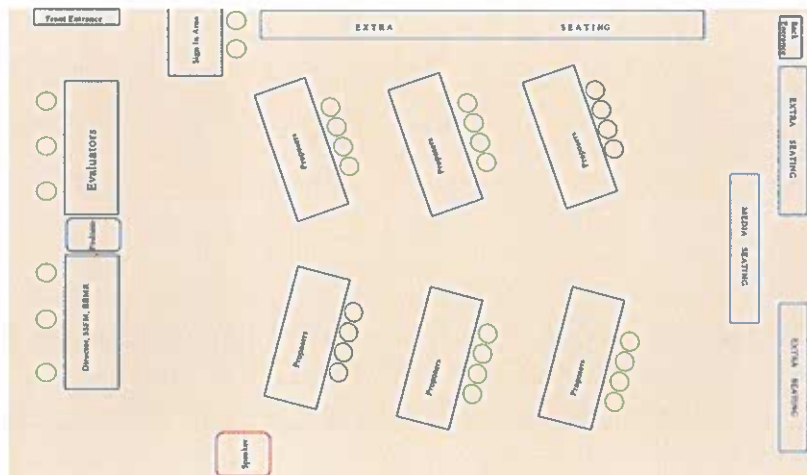
**CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM**

**Weekly Meeting with SSFM and DPW Director**

*Wednesday, April 02, 2025 ; 9am; DPW Director's Office*

- 
- I. CALL TO ORDER  
**09:00 AM Director Vince Arriola (VA), DPW called meeting**
  - II. NEW BUSINESS
    - A. REVIEW RFP REGISTER
      - **John Calanayan (JC) to have Erica Taitano (ET) or Skyler Suarez (SS), DPW, finalize the packet sign out sheet with complete information.**
      - **Leila Ludwig (LL) to draft script for ET/SS for confirmation of participants of both Proposal Conference and Mandatory Site Visit**
    - B. RFIs TO DATE  
**N/A**
    - C. EMAIL CONFIRMATION: Proposers on number of participants at Friday's Pre-proposal conference and site visit- John Calanayan.
      - **13 Proposers to date 02 APRIL**
    - D. 9AM MANDATORY PRE-PRPOSAL CONFERENCE- Facilitator Joe
      - i. Review Draft Pre-Proposal Conference Program/ Agenda
        - **Edits made: Date change**
        - **Review of Agenda and finalization of speaker(s)**

- ii. Review Director's DRAFT statement
  - **Joe Duenas (JD), SSFM to create script for Chairman Swanson, welcoming remarks**
- iii. Logistics:
  - a. Signage/ Elevators
  - b. Sign-in Sheet
  - c. Minutes
  - d. TRMA renderings/ site plan
  - e. Handouts (Pre-Proposal Program/ Agenda; Site Plan/ Power point?)
  - f. Sound system
- **A, B, C, E, and F SSFM responsibility**
- **D TRMA responsibility**
- **Packets created by LL (SSFM)**
  - o **Proposal Agenda, Site Plan & Site location**



- E. 2 PM MANDATORY SITE VISIT - Facilitator Cedric
  - i. Review Draft Mandatory Site Visit Program/Agenda
  - ii. Logistics
    - a. Canopy
    - b. Sound system
    - c. Video Recording
    - d. TRMA renderings/ site plan
  - **A DPW responsibility**
  - **B SSFM responsibility**
  - **C Drone footage by Governor's office**
  - **D TRMA responsibility**
  - **Sign in sheet will be one from DPW and one from SSFM**





**F. PRESS RELEASE (Post Preproposal Conference/ Site visit)**

**- JD responsible for draft**

**G. UPCOMING WEEKLY MEETING SCHEDULE**

- i. Weekly Friday Stakeholders Meeting.
- ii. Weekly DPW Procurement Staff and CM Meetings (Address RFIs, questions, next steps).

**H. ADJOURN:**

**11:51 AM Meeting Adjourned**

\*\*\*\*

**UPCOMING MILESTONES**

- **Friday, April 4<sup>th</sup>:** Mandatory Pre-Proposal Conference (9am) and Mandatory Site Visit (2pm)
- **Friday, April 18<sup>th</sup>, 4pm:** Last day to submit written questions and/or clarifications.

**Simon Sanchez High School (FDDBLM)**

**730-5-1059-L-YIG**

- **Wednesday, April 30<sup>th</sup>, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **May 23, 2025, 4pm:** RFP Submittal Due Date
- **Tuesday, June 3<sup>rd</sup>:** Convene RFP Evaluation Committee
- **Wednesday, June 4<sup>th</sup>:** Thursday, June 5<sup>th</sup>: Presentations and Interviews
- **Friday, June 20<sup>th</sup>:** Anticipated Selection Notice

**ACTION ITEMS:**

Description	Responsible Person	Due Date
Finalize dates for Addendum 1	JD, SSFM	16APR
Clarify and Finalize RFI Procedure	GLG, SSFM	08APR

**NEXT MEETING:**

Wednesday, April 09, 2025 @ 09:00 AM

April 15, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

***Project Coordinator***

21.06.25



**DOCUMENT:** DPW/SSFM Weekly Meeting Minutes

**LOCATION:** DPW Directors Office

**DATE:** Wednesday, April 09, 2025

**TIME:**

**Start: 09:05 AM**

**End: 10:30 AM**

**ATTENDEES:**

<b>Name</b>	<b>Organization</b>
Vince Arriola	DPW
Benny San Nicolas	DPW
John Calanayan	DPW
Joe Duenas	SSFM
Gerard Bautista	SSFM
Glenn Leon Guerrero	SSFM
Leila Ludwig	SSFM

**AGENDA MINUTES:**

**CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM**

**Weekly Meeting with SSFM and DPW Director**

*Wednesday, April 09, 2025 ; 9am; DPW Director's Office*

---

**I. CALL TO ORDER**

**09:05 AM Called to order by Vince Arriola (VA), DPW**

**II. UNFINISHED BUSINESS**

**A. Pre Proposal Conference / Mandatory Site Visit**

**DPW and SSFM debriefed on last week's Mandatory Pre-proposal Conference and Mandatory Site Visit**

**B. RFP**

**i. Responsiveness of Proposers**

- **Joe Duenas (JD), SSFM addressed last week concerns with Director Vince Arriola (VA), DPW and explained that there was a specific checklist for "responsiveness" in the RFP that would reduce the time for DPW to check for responsiveness**
- **VA, discussed putting an internal committee together to review and check for responsiveness**
  - o **Date: Tuesday, May 27**
  - o **DPW Team: John Calanayan (JC), Erica Taitano (ET)**

- **SSFM Team: Joe Duenas (JD), Glenn Leon Guerrero (GLG), Leila Ludwig (LL)**
  - **JC to provide standard of Guam Procurement Law for Responsive and Responsibility**
  - **VA agreed with GLG proposal of adding Proposer's Guarantee to the Responsiveness Checklist and issue it in an addendum**
- ii. **Evaluation Process Proposed (One score sheet only)**
  - **Friday, May 30- Monday, June 02 Evaluation Committee Members (ECMs) Self-review**
  - **VA stressed the importance of giving the ECMs ample time to review and evaluate the proposals. The ECMs will have access to the Proposals in a controlled environment for self-review prior to evaluation**
  - **VA would like Assistant AG Tom Keeler (TK), OAG to review prior to allowing Self-review**
  - **Self-review Logistics:**
    - **Location: FHWA Conference Room, DPW**
    - **Individual banker boxers for ECMs (6)**
    - **ECMs to hand write names on Proposals**
    - **No Cell Phones/ No Photos**
    - **Signage: No discussions**
    - **Pens/Highlighters**
    - **Sign In Sheets**
    - **Dual Custody: Staffing (DPW/SSFM)**
  - **After the Self-Review the Evaluation Committee would be convened on the following dates: Tuesday, June 3rd, 8-5pm- Convene/ Sequester Evaluation Committee and Subject Matter Experts (SMEs) and Wednesday & Thursday, June 4th-5th - Interview All. Turn in Score sheet after.**
- 1. **Tuesday, June 3<sup>rd</sup>, 8-5pm- Convene/ Sequester ECMs and SMEs**
  - **The ECMs will be sequestered into FHWA Conference Room with Finance, Construction, O&M SMEs**
  - **SMEs would start by reviewing their section of the RFP. Evaluators would spend the day reviewing the proposals and could ask questions to the SMEs but could NOT collaborate. Evaluators can do a preliminary "pencil" ranking of their score, with questions to ask directly to the Proposers. Upon completion of the interviews that follow, the evaluators would turn in their score sheet to DPW**
- 2. **Wednesday & Thursday, June 4<sup>th</sup>-5<sup>th</sup> - Interview All. Turn in Score sheet after.**
  - **Upon completion of the interviews the evaluators would turn in their score sheet to DPW**

**III. NEW BUSINESS**

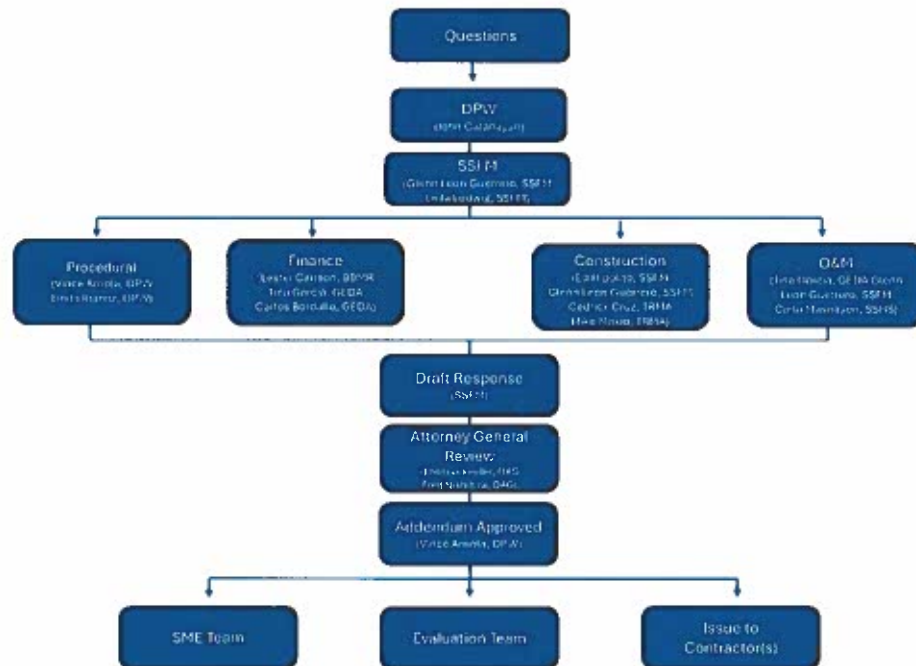
**A. RFIs**

**GLG led RFI Process. RFP Questions will be sent to JC, he is DPW's Sole POC for this project. All official questions must be sent to the JC, DPW Sole POC and all responses will officially be sent by JC. Questions officially logged by DPW's POC and forwarded to DPW's Construction Manager -SSFM. Timeline to send to SSFM is one (1) day.**

**i. Review of any RFIs Received to Date**

**ii. RFI Process:**

- Questions officially received will be logged by DPW's POC and forwarded to DPW's Construction Manager – SSFM. Timeline to send to SSFM is one (1) day.**
- SSFM will send all questions to the Subject Matter Experts (SME) via email for responses in their respective area of expertise. Timeline to send to SME is one (1) day.**
- The specific SME group will include: DPW Director Vince Arriola, DPW Deputy Director Linda Ibanez, BBMR Director Lester Carlson, GEDA Deputy Director Carlos Bordallo, GEDA Tina Garcia, Cedric Cruz (TRMA), Mike Makio (TRMA), Ed Hipolito (SSFM), Glenn Leon Guerrero (SSFM), Joe Duenas (SSFM), Carla Masnayan (SSHS), Superintendent GDOE, and Assistant Attorney General Tom Keeler (AG's Office)**
- Although a team of SME's are available to respond; the team is encouraged provide feedback on all questions. Target timeline to respond to questions is three (3) to four (4) days. The following are the four subject matter areas: DPW and AG will be responsible for all Procedural questions; GEDA and the BBMR Director will be responsible for all Finance questions; TRMA & SSFM be responsible for all Construction questions; GDOE, GEDA & SSFM be responsible for all Insurance, Operations and Maintenance questions.**
- SSFM will compile the responses and prepare the Draft Response in the form of an addendum and keep a log of all addendums.**
- Draft Addendums will be sent to John Calanayan and the DPW Director for the RFI's review and approval. Draft addendums will include the original email containing the question(s), any amended pages if applicable, and a list of RFI questions and their corresponding answers.**
- Upon approval the Addendum will be sent by the DPW Director to the AG's office.**
- Upon AG's review, the final addendum will be signed by the DPW Director.**
- The signed Addendum will be logged by the DPW's Sole Point of Contact, John Calanayan, and sent to all registered contractors and the Evaluation Team, with a request to confirm receipt of the addendum.**
- A flow chart of RFIs and questions was discussed and revised to the chart below.**



**B. Addendum 1**

- i. Insert training date into existing schedule
- ii. Finalize R&R & Evaluation Review Dates
  - i. Finalize Evaluator's location

**C. Procurement Records**

- i. LL to meet with LI to review process

**D. Contracts**

**Discussion on various contracts that could be required, including leaseback, O&M, and demolition**

- i. Lease back
- ii. O&M
- iii. Demolition

**E. Determine Negotiations**

**Preliminary discussion on government contract negotiations after the award. The draft team included: DPW, GDOE, GEDA, OAG**

**F. UPCOMING WEEKLY MEETING SCHEDULE**

- i. Weekly Friday Stakeholders Meeting  
**Cancelled till further notice**

- ii. Weekly DPW Procurement Staff and CM Meetings (Address RFIs, questions, next steps)

**G. ADJOURN****10:30 AM Meeting Adjourned****\*\*\*\*****UPCOMING MILESTONES**

- **Friday, April 18, 4pm:** Last day to submit written questions and/or clarifications.
- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, June 3 :** Convene RFP Evaluation Committee
- **Wednesday, June 4: Thursday, June 5 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

**ACTION ITEMS:**

<b>Description</b>	<b>Responsible Person</b>	<b>Due Date</b>
<b>Add Proposer Guarantee to Proposal Checklist</b>	JD, SSFM	16APR
<b>Finalize Contract Structure</b>	VA, DPW	16APR
<b>Finalize Negotiation Team</b>	VA, DPW	16APR
<b>Clarify Responsible Standards</b>	VA, DPW	16APR

**NEXT MEETING:****Wednesday, April 16, 2025 @ 09:00 AM****April 15, 2025*****Prepared & Submitted by:*****SSFM International, INC.****Leila Ludwig*****Project Coordinator***



**DPW SSFM WEEKLY WEDNESDAY MEETING**

Wednesday, April 16 @ 09:00 AM

DPW Directors Office

- I. CALL TO ORDER
- II. UNFINISHED BUSINESS
  - A. RFP (Responsive/ Responsible)
  - B. RFIs
    - i. Review of any RFIs Received to Date
    - ii. DRAFT Addendum
  - C. Contracts (Lease back, O&M, Demolition)
  - D. Government Negotiation Team
- III. NEW BUSINESS
- IV. ACTION ITEMS
- V. NEXT MEETING
- VI. ADJOURN

— You Friday —  
— Recorded? —

VPA  
L Carlson - BOMR  
Ther Goveon  
Antunius Aguires?  
Attorneys?

\*\*\*\*

**UPCOMING MILESTONES**

- **Friday, April 18, 4pm:** Last day to submit written questions and/or clarifications.
- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm:** Vetting Proposal(s)
- **Thursday, May 29:** Notice to Interviewees to confirm their presentation time slots
- **Friday, May 30, - Tuesday, June 02 8am-5pm :** Evaluation Committee Members Self-review
- **Tuesday, June 3:** Convene RFP Evaluation Committee
- **Wednesday, June 4:- Thursday, June 5:** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

Amby

Recorded A-V

\* ck Kuyshel - Use Dayton



**5 GCA GOVERNMENT OPERATIONS  
CH. 5 GUAM PROCUREMENT LAW**

(3) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

(c) Invitation for Bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

(d) Purchase Description means the words used in a solicitation to describe the supplies, services or construction to be purchased, and includes specifications attached to, or made a part of, the solicitation.

(e) Requests for Proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

(f) Responsible Bidder or Officer means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

(g) Responsive Bidder means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

SOURCE: GC § 6958. MPC § 3-101.

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**SUBARTICLE B  
METHODS OF SOURCE SELECTION**

- § 5210. Methods of Source Selection.
- § 5211. Competitive Sealed Bidding.
- § 5212. Bid Security and Performance Bond Requirement for Contractors.
- § 5213. Small Purchases.
- § 5214. Sole Source Procurement.
- § 5215. Emergency Procurement.
- § 5216. Competitive Selection Procedures for Services Specified in § 5121 of this Chapter.
- § 5217. Procurement from Nonprofit Corporations.
- § 5218. Procurement of Products Manufactured from Recycled Glass.
- § 5219. Unsolicited Offers.
- § 5220. Publication of IFB and RFP Documents on the Agency's Website.

**§ 5210. Methods of Source Selection.**



*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*

(Insert Date)

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

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

ADDENDUM NO. (Insert #)

This addendum shall form part of the RFP documents. Failure by a Proposer to acknowledge receipt of this addendum **shall** be grounds for disqualification.

**J&B MODERN TECH**

***RFI#1: Can this project be self-financed without the bonding of GEDA?***

***Response:*** The Makahat Act allows for the new SSHS to be alternatively financed through "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 the approval of I Liheslaturan Guahan." Any departure from the financing authorized in the Makahat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing, this will set the project completion back and disrupt the *schedule set forth in the RFP.*

***RFI#2: If self-financed does the RFP continue?***

***Response:*** If self-financed, the RFP must continue as the criteria for selection involves more than the financing element (see evaluation criteria).

***RFI#3: If self-financed, what will be the requirements?***

***Response:*** First, a demonstration that the alternative financing will better serve the People of Guam, second and more importantly that the alternative financing is viable and available throughout the construction period. Finally, the alternative financing must meet the Shall Not Exceed Amount described in the Makahat Act.

DPW

ATTACHMENT 8 "DPW CHECKLIST OF PROPOSAL RESPONSIVENESS" has been revised and no includes an additional box under "PROPOSAL PACKAGE" which shall now includes "Proposer's Guarantee" as a condition of responsiveness. Use the revised ATTACHMENT 8 "DPW CHECKLIST OF PROPOSAL RESPONSIVENESS" attached.



**J&B MODERN TECH**  
**HVAC&R EQUIPMENTS AND SUPPLIES**

P.O. BOX 9788 TAMUNING, GUAM, U.S.A. 96931  
TELEPHONE: (671) 646-0588 / 646-3346 / 646-4435  
FAX: (671) 646-0589

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

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

**REQUEST FOR INFORMATION (RFI)**

RFI no.	Description	Response
1	Can this project be self-finance without the bonding from GEDA?	
2	If self-finance does the RFP continues?	
3	If self-finance what will be the requirements?	

**DOCUMENT:** DPW/SSFM Weekly Meeting Minutes

**LOCATION:** DPW Directors Office

**DATE:** Wednesday, April 16, 2025

**TIME:** Start: 09:10 AM End: 10:18 AM

**ATTENDEES:**

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Linda Ibanez	LI
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

**DPW SSFM WEEKLY WEDNESDAY MEETING MINUTES**

Wednesday, April 16, 09:00 AM

DPW Directors Office

**I. CALL TO ORDER**

**09:10 AM Called to order by VA (DPW)**

**II. UNFINISHED BUSINESS**

**VA (DPW) cancelled adding Proposer Guarantee to checklist**

**A. RFP (Responsive/ Responsible)**

**There was discussion on the differences between “responsive” and “responsiveness” in the procurement law. A responsive proposer is someone who meets the *material* requirements of the RFP. A “responsible” proposer is someone that is *capable in all respects to perform the contract*.**

**VA, DPW decided to wait for the RFP submittals to see if responsibility criteria is met**

**B. RFIs**

**i. Review of any RFIs Received to Date**

- **JD & GLG (SSFM) presented J&B Modern Tech questions, original email and final responses by Lester Carlson, BBMR & Tina Garcia, GEDA; VA & LI (DPW) approved of answers and format**
- **VA (DPW) requested that SSFM physically be at DPW on Friday, April 18 at 16:00 PM to record process of the last day of written questions or clarifications submittals to include:**
  - o **Photos**
  - o **Snapshot John Calanayan, DPW Email**

- Attendance sheet
  - LL (SSFM) to prepare minutes for LI (DPW) DPW Procurement record
- ii. DRAFT Addendum
  - JD & GLG (SSFM) presented DRAFT Addendum format, responses and attachments; VA & LI (DPW) approved**
- C. Contracts (Lease back, O&M, Demolition)
  - Tina Garcia, GEDA sent Lease back contracts and O&M contracts to GLG (SSFM) for modification and implementation of RFP criteria. LI (DPW) to source most recent demolition contract and send to GLG (SSFM) for revisions**
- D. Government Negotiation Team
  - Currently, VA (DPW) suggested Negotiation Team to consist of:**
    - a. **Lester Carlson, BBMR**
    - b. **Tina Garcia, GEDA**
    - c. **Dr. Erik Swanson or appointed member, GDOE**
    - d. **Vince Arriola, DPW - Head**
    - e. **Linda Ibanez, DPW**
    - f. **PENDING Autonomous Government of Guam Representative**
    - g. **PENDING Attorney**
- III. NEW BUSINESS
- IV. ACTION ITEMS  
**SEE BELOW**
- V. NEXT MEETING
- VI. ADJOURN  
**10:18 AM Meeting Adjourned**

\*\*\*\*

**UPCOMING MILESTONES**

- **Friday, April 18, 4pm:** Last day to submit written questions and/or clarifications.
- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm:** Vetting Proposal(s)
- **Thursday, May 29:** Notice to Interviewees to confirm their presentation time slots
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- **Tuesday, June 3:** Convene RFP Evaluation Committee
- **Wednesday, June 4 - Thursday, June 5:** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

All highlighted dates have been approved by VA, DPW

**ACTION ITEMS:**

Description	Responsible Person	Due Date
SSFM physical presence at DPW on Friday, April 18 at 16:00	SSFM, GLG, LL, GB	30APR
Arrange video recording of proposer's interviews with Governors Communications Office	VA, DPW	04JUN
Reserve FHWA conference room for Evaluators self-review	LI, DPW	27JUN
Reserve GEDA conference Room for Evaluations	LL, SSFM	03/4/5JUN
Finalize Negotiation Team	VA, DPW	23APR

**NEXT MEETING:**

Wednesday, April 23, 2025, 09:00 AM

April 18, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

*Project Coordinator*



**PROJECT No. 730-5-1059-L-YIG - SSHS EPEC RFI 01**

3 messages

Tiffani Lee Cruz &lt;leecruz@easternpacificec.com&gt;

Wed, Apr 16, 2025 at 3:45 PM

To: "john.calanayan@dpw.guam.gov" &lt;john.calanayan@dpw.guam.gov&gt;

Cc: Philip Park &lt;philip.park@easternpacificec.com&gt;, Albert Lavadia &lt;ALavadia@easternpacificec.com&gt;, Henson Paranada &lt;HParanada@easternpacificec.com&gt;, Ian Lorenz &lt;ILorenz@easternpacificec.com&gt;, Timothy Joo &lt;tjoo@easternpacificec.com&gt;

Good afternoon Mr. John,

Please see attached RFI for your coordination. We look forward to your response.

Thank you.

Best Regards,

Ms. Lee Cruz  
Proposal Manager

Eastern Pacific Engineering &amp; Construction

Mobile: 671-483-9770

Email: leecruz@easternpacificec.com

easternpacificec.com





**From:** John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

**Sent:** Thursday, April 17, 2025 8:36 AM

**To:** Glenn Leon Guerrero <[gguerrero@ssfm.com](mailto:gguerrero@ssfm.com)>; Leila Ludwig <[lludwig@ssfm.com](mailto:lludwig@ssfm.com)>

**Cc:** Linda Ibanez <[linda.ibanez@dpw.guam.gov](mailto:linda.ibanez@dpw.guam.gov)>; Skyler Suarez <[skyler.suarez@dpw.guam.gov](mailto:skyler.suarez@dpw.guam.gov)>; Erica Taitano <[erica.taitano@dpw.guam.gov](mailto:erica.taitano@dpw.guam.gov)>

**Subject:** Fwd: PROJECT No. 730-5-1059-L-YIG - SSHS EPEC RFI 01

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

[Quoted text hidden]

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.

PROJECT No. 730-5-1059-L-YIG  
**SIMON SANCHEZ HIGH SCHOOL**

EPEC RFI 01:

On behalf of our team, I would like to respectfully request an extension of the proposal submission deadline for the New Simon Sanchez High School (FDDBLM) RFP, Project No. 730-5-1059-L-YIG.

Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial partners, and prepare a fully compliant and competitive proposal package.

We kindly ask that the deadline currently set for Friday, May 23, 2025, be extended by at least **ONE Month**, if possible. This will help ensure higher quality submissions and broader participation from qualified entities.

We sincerely appreciate your consideration of this request and remain fully committed to the success of this important project for the Government and people of Guam.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

EPEC Team



John F. Calanayan <john.calanayan@dpw.guam.gov>

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## NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

3 messages

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Jemar Legaspi <jemar.legaspi@coretechintl.com>  
To: John Calanayan <john.calanayan@dpw.guam.gov>  
Cc: Alon Elamparo <alon.elamparo@coretechintl.com>

Thu, Apr 17, 2025 at 7:53 PM

Hi Mr. Calanayan,

On behalf of Core Tech, please find attached the list of questions **(33 questions)** for the subject bid.

Please acknowledge receipt at your earliest convenience.

Thank you.

B/R,

Jemar Legaspi



388 S. Marine Corps Drive Suite 400, Tamuning, Guam  
96913

[www.coretechintl.com](http://www.coretechintl.com) | Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5464 | Email: [jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)

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 CTI RFI\_01 04.17.2025.xlsx  
20K

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John F. Calanayan <john.calanayan@dpw.guam.gov>  
To: Jemar Legaspi <jemar.legaspi@coretechintl.com>  
Cc: Alon Elamparo <alon.elamparo@coretechintl.com>

Fri, Apr 18, 2025 at 8:23 AM

Project: Simon Sanchez High School (FDDBLM)

Core Tech International

CTI RFI No	RFI Set	Submitted	Gov Q&A #	Questions
1	001	17-Apr-2025		Sheet E2.6 – Solar PV Schematic Diagram indicates that the inverter is specified as 480V single phase. However, based on our market research and consultations with manufacturers, we have been unable to locate any commercially available string inverters with a 480V single phase configuration. This voltage is typically available only in a three-phase setup. We respectfully request that the government provide the name of an inverter brand, vendor, or manufacturer capable of supplying a 480V single phase string inverter to meet the project requirements.
2	001	17-Apr-2025		Reference to Attachment B part D Project Scope, item 1.m Photovoltaic. 1. Please confirm the buildings to have photovoltaic as shown in electrical drawing sheet E2.6 are only: 1.1 Gymnasium Building 1.2 Administration Building 1.3 Auditorium Building 1.4 Cafeteria Building 2. Please clarify what the markings "PV PANEL LOCATION" on the roof of buildings are for. 2.1B-Wing Roof Plan drawing sheet A4.3 2.2A-Wing Roof Plan drawing sheet A4.5 2.3C-Wing Roof Plan drawing A4.6 (at 6 locations) 2.4Credit Recovery Roof Plan drawing A4.7
3	001	17-Apr-2025		Upon review of the plumbing drawings, we noted that several blow-up detail references are shown on the plans; however, the corresponding detailed drawings themselves are not included or cannot be located within the drawing set. For example, the following details are referenced but appear to be missing: P3.31-1 (RW-Z3), P6.02-1 (RW-Z2), P6.04-1 (RW-Z4), etc.  Kindly advise if these detailed drawings will be provided under a future amendment?
4	001	17-Apr-2025		Reference Attachment 9 (Price Proposal and Addenda Acknowledgement of Receipt Form) states: <i>"The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million."</i> We were unable to locate a template or format for the Proposal Guaranty in the RFP documents. Kindly provide the required form as referenced.
5	001	17-Apr-2025		Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.
6	001	17-Apr-2025		Reference: Attachment B-12 Section 2 Furniture, Fixtures & Equipment (FFE) List and Section 3 Room FFE Inventory 1. Section 2 listed Furniture, Fixtures and Equipment with descriptions but does not have quantity. Please clarify and provide quantity for pricing reference. 2. Section 3 Room FFE Inventory has description, quantity per room and total quantity. Please clarify what is this inventory. Is it inventory of existing FFE on existing Simon Sanchez High School for salvaging? 3. Please provide a clear list with quantity of FFE to be included in pricing
7	001	17-Apr-2025		Reference: Drawings A5.21 & A6.14. These drawings appear to show two pieces of equipment that resemble vehicle lifts; however, they are not listed in Attachment B-12 (Furniture, Fixtures & Equipment) or drawing sheet A8.18 and A8.19 1. Please confirm the identity of these two pieces of equipment and provide capacity requirement. b. Please confirm whether these are included as built-in equipment.
8	001	17-Apr-2025		Reference: Attachment B-12, Section 3, Room FFE Inventory, page 26 of 23, shows 1/2 ton capacity portable crane, but it was not shown on the drawing. Please confirm the location.
9	001	17-Apr-2025		The schedule in the RFP allocates 730 days for construction of the new Simon Sanchez School but does not mention any allocation for design time. The 730 days is adequate for the construction period but if you add in design and permitting it does not give the design-builder adequate time for completion of the project. Is there additional time allocated for the design phase of the project.
10	001	17-Apr-2025		Reference Drawings A8.18 FF&E Schedule and A8.19 FF&E Schedule 1. The table shows the FF&E Schedule and column identifying GC/OFCI and OFOI; however, several rows appear misaligned and do not match the table gridlines. Kindly provide a revised FF&E Schedule with proper alignment and formatting for clarity. 2. The provided schedule does not have any quantity. Please provide the quantity of FF&E to be included in pricing. 3. Some FF&E items are listed but are not marked as either GC/OFCI or OFOI. Please clarify.
11	001	17-Apr-2025		Reference to Attachment B12 Section 2 Furniture, Fixtures & Equipment (FFE) List and Drawing sheet A8.18 FF&E Schedule and A8.19 FF&E Schedule Both documents pertain to FF&E but do not match. Some FF&E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify

12	001	17-Apr-2025	Please provide liquidated damages calculation.
13	001	17-Apr-2025	Landscape drawing Irrigation Note #3, on sheet L2.0, requires the contractor to submit within 30 days after award 6 copies of "detailed scaled drawings and wiring diagrams", please note that this is a design-build and requires ample time to design. Please consider removing this 30 days submission date within award.
14	001	17-Apr-2025	Will the government provide the CADD native format of the TRMA design to the successful offeror? This will greatly assist the A&E team in expediting their work and ensuring project efficiency
15	001	17-Apr-2025	How much of the percentage of the RFP design drawings can be used by successful offeror?
16	001	17-Apr-2025	Reference to Part F Design requirements 2. Demolition and specification section 02050 Demolition and Removal 1. Item d, of part F design requirements 2. Demolition, requires salvage items and relocate as identified in the programming document design. Please identify which document list the salvage items. 2. Spec section 02050 Part 3 paragraph H Salvage - please identify and list items to be salvaged and where the salvage items to be delivered.
17	001	17-Apr-2025	Can the 'as-built' civil and structural drawing or any other available as-built drawings for the existing structures, please be made available?
18	001	17-Apr-2025	Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made available?
19	001	17-Apr-2025	Can any investigational finding including borehole logs associated with the existing structures please be made available?
20	001	17-Apr-2025	Can the building assessment or forensic engineering report on the closure of the existing structures please be made available?
21	001	17-Apr-2025	1.FINANCING SCOPE OF WORK (ATTACHMENT A) a.Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an Issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party Issuer b.Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance & Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island) c.Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE. d.Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE – one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still be in effect, and 2) may be extended up to 10 years beyond the original term in the event that an event of non-appropriation/non-payment occurs
22	001	17-Apr-2025	Page 2, VI. Proposal Submittal a.Please define "Term Sheet and Price Proposal" b.What is the purpose of the Term Sheet? c.Are these two different documents? d.What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc. e.Is the term sheet a binding agreement? f.Price proposal – what terms and information are required to be contained in the price proposal.
23	001	17-Apr-2025	Page 3, Section 3 – Please identify the subsequent / relevant public
24	001	17-Apr-2025	Page 4, Section 3(g) – a.Confirm that any "design and construction innovations that enhance the expedited construction schedule and cost efficiencies" must still meet the design, area/space, and program requirements to be considered responsive.
25	001	17-Apr-2025	Page 5, Section 3(n) – a.Please define "firm" and identify the types of coverage and coverage limits required
26	001	17-Apr-2025	Page 7, Performance Issues a.7(a) - Please confirm if this request relates to construction bond claims and or construction lawsuits involving GovGuam and for what period of time should this cover (5 years/10 years, etc.)
27	001	17-Apr-2025	Section 6- Experience on Similar Projects; item f.v Proposer's project experience requires information on construction cost. Is this intended to refer to the contract amount of the relevant projects?

28	001	17-Apr-2025	<p>Section 7 - Performance Issues</p> <p>The RFP requires the bidder to provide a claims statement for all resolved or ongoing claims. The 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. This requirement is vague. Please define associated firms" and "personnel" Does this refer to the proposed key personnel (PM, QC, Safety, Sup) or key management personnel of the Proposer?</p>
29	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.</p>
30	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>Please provide details on the Insurance and Maintenance Fund mentioned in the RFP</p>
31	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>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.</p> <p>Please provide details of Section 7.01(b)(ii)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.</p>
32	001	17-Apr-2025	<p>Reference XXIV Failure to Comply with Instructions, states that "Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions."</p> <p>Please provide the point deductions assigned to each of the items in the instructions that the proposer need to comply with. Without this information, the deductions could be subjective</p>
33	001	17-Apr-2025	<p>Considering the delays in obtaining construction permits, please confirm that: 1) the 730-day time limit is measured from the time all permits and governmental approvals have been obtained or that the NTP will not be issued until the permits/approvals are received</p>



John F. Calanayan <john.calanayan@dpw.guam.gov>

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## Simon Sanchez HS RFP RFIs

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James Wilson <jamie@k12capital.com>

Fri, Apr 18, 2025 at 9:53 AM

To: "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>

Dear Mr. Calanayan;

Please find attached a letter with numerous RFIs relating to the New Simon Sanchez High School FDDBLM Project No 730-5-1059-L-YIG

Sincerely,

James R. (Jamie) Wilson

### Guam Education Financing Foundation

James R. (Jamie) Wilson  
3340 Peachtree Road, NE  
Suite 1780  
Atlanta, Georgia 30326  
(770) 538-1803 - Office  
(404) 285-3843 - Mobile

[jamie@k12capital.com](mailto:jamie@k12capital.com)

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 **RFI for SSHS RFP 4\_18\_25.pdf**  
1348K



**GUAM EDUCATION FINANCING FOUNDATION III INC.**

**3340 PEACHTREE ROAD, NE**

**SUITE 1780**

**ATLANTA, GEORGIA 30326**

April 18, 2025

Sent via Email to [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)

Mr. John F. Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Contract Administration Technical Services Office  
TMZ Building

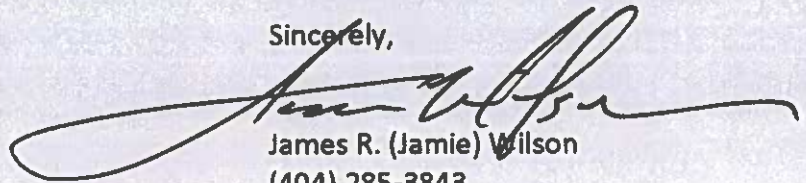
Re: New Simon Sanchez High School FDDBLM Project No. 730-5-1059-L-YIG

Dear Mr. Calanayan:

On behalf of Guam Education Financing Foundation III and our contracting partners, Eastern Contractors Company and Future World Corporation please find outlined on Exhibit A below RFIs related to the above captioned RFP.

We look forward to receiving your responses.

Sincerely,



James R. (Jamie) Wilson

(404) 285-3843

[jamie@k12capital.com](mailto:jamie@k12capital.com)



**Submitted by the Team of GEFF3, Eastern Contractors Corporation and Future World Corporation**

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**RFI #1** Page iii, RFP TIMELINE, RFP SUBMITTAL DUE DATE. The date for submission is set for Friday, May 23, 2025. Can we request a time extension for an additional 60 days to best complete our proposal package?

**RFI #2:** Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND. The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developers cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.

**RFP #3:** REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL & ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM. "The Proposal Guaranty attached"... for \$3,000,000. Is this the Bid Bond issued by the General contractor? Who fills out this form, and issues this to the Government of Guam: the Finance Developer or the General Contractor?

**RFI #4:** General Question: Will DPW make available to bidders the cad files for all disciplines for the current design. This will aid in expediting and efficiency for the proposal process.

**RFI #5:** Architectural Drawings. Door Schedule or Door types, Door Type is not indicated on the Room Requirement. It is not also indicated on the Concept drawing

**RFI #6:** General: Are H1 or H2 workers allowed on this project.

**RFI #7:** Attachment B Section B.3: GDOE Review of 60% Design Development and Final Construction Documents:

- Is TRMA the design reviewer?
- How long is the design review period?
- How many days after the design review comments to conduct the design review meetings?

**RFI #8:** The RFP noted that the Proposer shall be responsible for Design. Section VII.3.g of the Instructions for submitting a proposal, the RFP further noted innovative design that enhances the expedited construction schedule and economic value. Section VII.3.h question how the Proposer will incorporate the RFP's design references. Design SOW is in the Attachment B.

**Question:** Besides the design requirements in the Attachment B, can the Proposer provide alternative design solutions to provide betterment or to improve construction or to improve economic value?



**RFI #9** RFP, Page 1, Section II, TERM AND TIME PERFORMANCE, SUBSECTION 1). Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed. Does this include the TIME for Design and Permitting. If they are not included into the 730 days, how much time do we get for the Design and how much time do we get for the Building Permit process? If we get an NTP from DPW to proceed with Demolition Permitting early during the Design Period does that trigger the 730 days for construction? Note that page B-4 of Section B indicates "a timeline of 730 days for construction and occupancy".

**REF #10** Under Section A, page A-2 the language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the date of schedule date of completion. Page 4 of Section A "Supplemental Information suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period which would include 30 years from the expected date of completion rather than the date of issuance?

**RFI #11** Attachment B-6 relates to Hazardous Material Demolition. Given the age of the existing SSHS has GDOE or Gov. Guam conducted hazardous materials studies on the buildings or grounds. If so, will they be provided for the bidders review and use?

**RFI #12** RFP Structural Narrative references IBC 2021 building code and associated codes (i.e. ACI 318-19). However, the Structural Drawings in the RFP, specifically Sheet S0.1.1 Structural Design Criteria and Notes, indicate design per IBC 2018 and associated codes (i.e. ACI 318-14). Which IBC are we to follow for this project?

**RFI #13** Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?

**RFI #14** The background is missing on sheet E5.11. Please provide updated sheet.

**RFI #15** The RFP calls for emergency lighting with integral 90 minute battery backup. Please confirm if remote UL 924 battery inverters can be used instead.

**REF #16** The RFP calls for emergency lighting with integral 90 minute battery backup. Please confirm if the emergency generator can be used instead, if it complies with NFPA 110 and NEC requirements for emergency egress power.

**RFI #17** The drawings have a mix of CAT6 and CAT6A cabling identified. Telecom cabinets only show CAT6 patch panels. The telecom narrative only refers to CAT6A. Please confirm if horizontal cabling to be CAT6 or CAT6A.



John F. Calanayan <john.calanayan@dpw.guam.gov>

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## Request for Clarifications Simon Sanchez High School

2 messages

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**rtoelkes@financialsolutionsgp.com** <rtoelkes@financialsolutionsgp.com>

Fri, Apr 18, 2025 at 11:09 AM

To: john.calanayan@dpw.guam.gov

Cc: Phil Roberto <roberto.phil@gmail.com>, Enrico Cristobal <eacarchitect1@gmail.com>, thurman.rainbow@att.net

Mr. Calanayan,

Please see attached letter in regard to the Simon Sanchez RFP.

Regards,

Robert Toelkes



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**Request for Clarification 4-17-25.pdf**

175K

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**John F. Calanayan** <john.calanayan@dpw.guam.gov>

Fri, Apr 18, 2025 at 1:25 PM

To: rtoelkes@financialsolutionsgp.com

Cc: Phil Roberto <roberto.phil@gmail.com>, Enrico Cristobal <eacarchitect1@gmail.com>, thurman.rainbow@att.net

Received, thank you.

[Quoted text hidden]



April 17, 2025

John Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Administration Technical Services Office  
Ground Floor, TMC Building  
542 North Marine Corps Drive  
Tamuning, Guam 96913

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

Mr. Calanayan,

Please see the questions below regarding the above solicitation:

1. The RFP states that proposers can deviate from the TRM design if the required spaces provided are per the TRM program. The current TRM program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRM program is now a guideline, and the facility must accommodate 2000 students.
2. Please confirm as with prior FDDBLM school projects such as the John F. Kennedy High School. The only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.
3. The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposers general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?

4. We would like to request a submission date extension of 30 days.

Regards,

*Philip Roberto*

Philip Roberto  
General Manager

**Operations:**

265 Mamis Street; Tamuning, Guam 96913  
Phone: 671-646-2267/1925 Fax: 671-649-0120

**Accounting Office:**

4626 SE 85th Street; Berryton, Kansas 66409  
Phone: 785-836-3411 Ext. \*# Fax: 785-836-3341





John F. Calanayan <john.calanayan@dpw.guam.gov>

## NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

5 messages

**Phil Roberto** <roberto.phil@gmail.com>  
To: john.calanayan@dpw.guam.gov

Fri, Apr 18, 2025 at 1:08 PM

Please see the attached questions and request for clarification relating to the  
NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

These questions are being submitted by General Pacific Services, LLC and CapFA.

 **Request for Clarification 4-17-25.pdf**  
175K

**John F. Calanayan** <john.calanayan@dpw.guam.gov>  
To: Phil Roberto <roberto.phil@gmail.com>

Fri, Apr 18, 2025 at 1:10 PM

Received, thank you.  
[Quoted text hidden]

**John F. Calanayan** <john.calanayan@dpw.guam.gov>  
To: lludwig@ssfm.com, Glenn Leon Guerrero <gguerrero@ssfm.com>, "Joseph W. Duenas" <jduenas@ssfm.com>, Erica  
Taitano <erica.taitano@dpw.guam.gov>

Fri, Apr 18, 2025 at 1:11 PM

RFI from General Pacific Services...  
[Quoted text hidden]

 **Request for Clarification 4-17-25.pdf**  
175K

**Leila Ludwig** <lludwig@ssfm.com>  
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Fri, Apr 18, 2025 at 1:12 PM

 **Leila Ludwig** reacted to your message:

**From:** John F. Calanayan <john.calanayan@dpw.guam.gov>  
**Sent:** Friday, April 18, 2025 3:11:26 AM  
**To:** Leila Ludwig <lludwig@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Joseph W Duenas  
<jduenas@ssfm.com>; Erica Taitano <erica.taitano@dpw.guam.gov>  
**Subject:** Fwd: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

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**John F. Calanayan** <john.calanayan@dpw.guam.gov>  
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>

Fri, Apr 18, 2025 at 3:35 PM

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

From: **Phil Roberto** <roberto.phil@gmail.com>

Date: Fri, Apr 18, 2025 at 1:08 PM

[Quoted text hidden]

[Quoted text hidden]



**Request for Clarification 4-17-25.pdf**

175K



A General Contracting Company  
[www.generalpacificservices.com](http://www.generalpacificservices.com)

April 17, 2025

John Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Administration Technical Services Office  
Ground Floor, TMC Building  
542 North Marine Corps Drive  
Tamuning, Guam 96913

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

Mr. Calanayan,

Please see the questions below regarding the above solicitation:

1. The RFP states that proposers can deviate from the TRM design if the required spaces provided are per the TRM program. The current TRM program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRM program is now a guideline, and the facility must accommodate 2000 students.
2. Please confirm as with prior FDDBLM school projects such as the John F. Kennedy High School. The only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.
3. The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposers general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?

4. We would like to request a submission date extension of 30 days.

Regards,

*Philip Roberto*

Philip Roberto  
General Manager

**Operations:**

265 Mamis Street; Tamuning, Guam 96913  
Phone: 671-646-2267/1925 Fax: 671-649-0120

**Accounting Office:**

4626 SE 85th Street; Berryton, Kansas 66409  
Phone: 785-836-3411 Ext. \*# Fax: 785-836-3341



Gmail

John F. Calanayan <john.calanayan@dpw.guam.gov>

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## NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

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Jemar Legaspi <jemar.legaspi@coretechintl.com>  
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>  
Cc: Alon Elamparo <alon.elamparo@coretechintl.com>

Fri, Apr 18, 2025 at 3:11 PM

Hi John,

On behalf of Core Tech, please find attached RFI List Set 2.

Kindly confirm receipt at your earliest convenience.  
Thank you

B/R  
Jemar Legaspi

[Get Outlook for Android](#)

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**From:** Alon Elamparo <alon.elamparo@coretechintl.com>  
**Sent:** Friday, April 18, 2025 9:16:30 AM  
**To:** John F. Calanayan <john.calanayan@dpw.guam.gov>; Jemar Legaspi <jemar.legaspi@coretechintl.com>  
**Subject:** RE: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

[Quoted text hidden]



**CTI RFI\_02 04.18.2025.xlsx**  
14K



Project: Simon Sanchez High School (FDDBLM)

Core Tech International (RFI\_02)

34	002	04/18/2025	The refrigerant listed on the drawings is getting phased out soon, can be the air conditioning systems be changed to the new refrigerant?
35	002	04/18/2025	Is the design shown in the RFP of the air conditioning system fixed? Or can it be revised?
36	002	04/18/2025	Should the air compressors come with air dryers?
37	002	04/18/2025	Is the ductwork and air devices in the Auditorium fixed? Or can they be changed?



John F. Calanayan <john.calanayan@dpw.guam.gov>

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## NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

2 messages

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**Ken San Nicolas** <ken.sn@pfmgum.com>

Fri, Apr 18, 2025 at 3:57 PM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Cc: Rob Salas <rob.salas@pfmgum.com>, Lacey Guerrero <lacey.guerrero@lmsfm.com>

I have a couple of questions regarding the upcoming project:

1. We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement. )
2. During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?
3. What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?
4. Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?

--

Ken San Nicolas  
Business Development, Marketing and Public Relations  
Pacific Federal Management, Inc.  
202 Hilton Road Unit 7  
Tumon, Guam 96913  
(671) 688-8705

---

**John F. Calanayan** <john.calanayan@dpw.guam.gov>

Fri, Apr 18, 2025 at 4:04 PM

To: Ken San Nicolas <ken.sn@pfmgum.com>

Cc: Rob Salas <rob.salas@pfmgum.com>, Lacey Guerrero <lacey.guerrero@lmsfm.com>

hi Ken,

confirming receipt of your email

[Quoted text hidden]

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**SSHS DRAFT TERM SHEET**

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**Joseph W Duenas** <jduenas@ssfm.com>

Wed, Apr 23, 2025 at 2:22 PM

To: Lester Carlson &lt;lester.carlson@bbmr.guam.gov&gt;

Cc: Tina Garcia &lt;cgarcia@investguam.com&gt;, Vincent Arriola &lt;vince.arriola@dpw.guam.gov&gt;, Glenn Leon Guerrero &lt;gguerrero@ssfm.com&gt;, Leila Ludwig &lt;lludwig@ssfm.com&gt;, John San Nicolas &lt;jsannicolas@investguam.com&gt;, Linda Ibanez &lt;linda.ibanez@dpw.guam.gov&gt;, DPW SSHS CM Team &lt;DPWSSHSCMTeam@ssfm.onmicrosoft.us&gt;

Hi Lester,

We will add it in.



29 APR 2025

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

**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:** Lester Carlson <lester.carlson@bbmr.guam.gov>**Sent:** Wednesday, April 23, 2025 9:00 AM**To:** Joseph W Duenas <jduenas@ssfm.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>**Cc:** Tina Garcia <cgarcia@investguam.com>; Vincent Arriola <vince.arriola@dpw.guam.gov>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>; John San Nicolas <jsannicolas@investguam.com>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>**Subject:** Re: SSHS DRAFT TERM SHEET

Joe, I would require a Letter of Credit of similar evidence of the viability of the alternative funding source.

We don't want to waste several months verifying the ability to use an alternative and then go back to the legislature.

On Wed, Apr 23, 2025 at 7:43 AM Joseph W Duenas <jduenas@ssfm.com> wrote:

Hi Lester and Tina,

Based on my understanding of the financing, I made some suggested revisions to the DRAFT Term Sheet Template, with the intent of making the instructions more clear.

Please let me know if the attached is acceptable and/or if you want any revisions. Once you give final instructions/ green light, we can finalize it on our end for the addendum.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



Innovate | Adapt | Sustain

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

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

**Sent:** Wednesday, April 23, 2025 7:04 AM

**To:** Tina Garcia <cgarcia@investguam.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>

**Cc:** Vincent Arriola <vince.arriola@dpw.guam.gov>; Joseph W Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>; John San Nicolas <jsannicolas@investguam.com>

**Subject:** Re: SSHS DRAFT TERM SHEET

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

I'll have my review done this morning

Lester L Carlson, Jr

Director

Bureau of Budget and Management Research

Alternate Governor's Authorized Representative (AGAR)

On Apr 22, 2025, at 9:02 PM, Tina Garcia <[cgarcia@investguam.com](mailto:cgarcia@investguam.com)> wrote:

*Hafa Adai!*

As per our discussion yesterday afternoon, see attached as reviewed by the financing team and let us know if you have any questions or concerns.

*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](mailto:tina.garcia@investguam.com)  
W [investguam.com](http://investguam.com)

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Simon Sanchez High School  
PROPOSED TERM SHEET

- I. Government Financing
  - a. Proposed Additional Rental to cover maintenance and insurance as per the RFP
  - b. Proposed Annual Developer Cost
  - c. Other Costs/Fees
- II. Alternative Method of Financing (Funds must be delivered within 90 days)
  - Short-term debt
  - Mortgage
  - Loan
  - Federally guaranteed loan
  - Other Financing \_\_\_\_\_

Please provide alternative financing details

- 1) Financing Narrative to include examples of successful execution with previous lease financings (1 page max)
- 2) Interest Rate
- 3) Financing Agreement form (loan agreement)
- 4) Financing calendar of events
- 5) Proposed Annual Debt Payment
- 6) Proposed Additional Rental to cover maintenance and insurance as per the RFP
- 7) Proposed Annual Developer Cost
- 8) Other Costs/Fees



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

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

VPA  
4-25-25  
11:30am



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

April 25, 2025

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

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

**ADDENDUM NO. (1)**

This addendum shall form part of the RFP documents. Failure by a Proposer to acknowledge receipt of this addendum shall be grounds for disqualification.

**J&B MODERN TECH- Jacinto Paguigan**

**RFI #1:** This template is for "Request for Information" (RFI) that the bidders will be using for queries.

**Response:** Send the RFI with your letterhead and send it in word format, Word format so it's easier to respond.

**RFI #2:** Thank you, I also want to follow-up our previous request for a copy of attendance sheet during pre-bid conference and site visit.

**Response:** Provided, see attached.

**RFI #3:** Can this project be self-financed without the bonding of GEDA?

**Response:** The Ma Kåhat Act allows for the new SSHS to be alternatively financed through "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 the approval of I Liheslaturan Guahan." Any departure from the financing authorized in the Ma Kåhat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing, this will set the project completion back and disrupt the schedule set forth in the RFP. Refer to attached template. A letter of credit or other such supporting documentation of an alternative funding source **MUST** accompany any such alternative financing proposal.

**RFI #4:** If self-financed does the RFP continue?

**Response:** If self-financed, the RFP must continue as the criteria for selection involves more than the financing element (see evaluation criteria). A letter of credit or other such supporting documentation of an alternative funding source **MUST** accompany any such alternative financing proposal.

**RFI #5:** If self-financed, what will be the requirements?

**Response:** First, a demonstration that the alternative financing will better serve the People of Guam, second and more importantly that the alternative financing is viable and available throughout the construction period. Finally, the alternative financing must meet the Shall Not Exceed Amount described in the Ma Kåhat Act. A letter of credit or other such supporting documentation of an alternative funding source **MUST**



accompany any such alternative financing proposal.

**EAST PACIFIC ENGINEERING & CONSTRUCTION- Tiffani Lee Cruz**

**RFI #1:** *Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial. Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial partners, and prepare a fully compliant and competitive proposal package. We kindly ask that the deadline currently set for Friday, May 23, 2025, be extended by at least ONE Month, if possible. This will help ensure higher quality submissions and broader participation from qualified entities. We sincerely appreciate your consideration of this request and remain fully committed to the success of this important project for the Government and people of Guam.*

**Response:** An extension will NOT be provided. The procurement notice exceeds the requirements under Guam Procurement Law.

**CORE TECH INTERNATIONAL- Jemar Legaspi**

**RFI #1:** *Sheet E2.6 – Solar PV Schematic Diagram indicates that the inverter is specified as 480V single phase. However, based on our market research and consultations with manufacturers, we have been unable to locate any commercially available string inverters with a 480V single phase configuration. This voltage is typically available only in a three-phase setup. We respectfully request that the government provide the name of an inverter brand, vendor, or manufacturer capable of supplying a 480V single phase string inverter to meet the project requirements.*

**Response:** Refer to RFP Attachment B-parts B and G.

**RFI #2:** *Reference to Attachment B part D Project Scope, item 1.m Photovoltaic.*

*1.1 Please confirm the buildings to have photovoltaic as shown in electrical drawing sheet E2.6 are only:*

- 1.1 Gymnasium Building*
- 1.2 Administration Building*
- 1.3 Auditorium Building*
- 1.4 Cafeteria Building*

**Response:** Confirming that photovoltaic systems will be provided at the Gymnasium, Administration, Auditorium and Cafeteria Buildings. PV Panel Locations indicated on architectural roof plans are intended to identify potential locations for PV Panel Systems on the building. Electrical design requirements will determine the final PV system locations. Refer to RFP Attachment B-parts B and G.

**RFI #2:** *Please clarify what the markings "PV PANEL LOCATION" on the roof of buildings are for:*

- 2.1B-Wing Roof Plan drawing sheet A4.3*
- 2.2A-Wing Roof Plan drawing sheet A4.5*
- 2.3C-Wing Roof Plan drawing A4.6 (at 6 locations)*
- 2.4Credit Recovery Roof Plan drawing A4.7*

**Response:** Confirming that photovoltaic systems will be provided at the Gymnasium, Administration, Auditorium and Cafeteria Buildings. PV Panel Locations indicated on architectural roof plans are intended to identify potential locations for PV Panel Systems on building. Electrical design requirements will determine the final PV system locations. Refer to RFP Attachment B-parts B and G.

**RFI #3:** Upon review of the plumbing drawings, we noted that several blow-up detail references are shown on the plans; however, the corresponding detailed drawings themselves are not included or cannot be located within the drawing set. For example, the following details are referenced but appear to be missing: P3.31-1 (RW-Z3), P6.02-1 (RW-Z2), P6.04-1 (RW-Z4), etc. Kindly advise if these detailed drawings will be provided under a future amendment?

**Response: Detailed drawings will not be provided.**

**RFI #4:** Reference Attachment 9 (Price Proposal and Addenda Acknowledgement of Receipt Form) states: "The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million." We were unable to locate a template or format for the Proposal Guaranty in the RFP documents. Kindly provide the required form as referenced.

**Response: The Proposal Guaranty Form has been attached to this Addendum.**

**RFI #5:** Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.

**Response: The Performance and Payment Bond has been attached to this Addendum.**

**RFI #6:** Reference: Attachment B-12 Section 2 Furniture, Fixtures & Equipment (FFE) List and Section 3 Room FFE Inventory

1. Section 2 listed Furniture, Fixtures and Equipment with descriptions but does not have quantity. Please clarify and provide quantity for pricing reference.
2. Section 3 Room FFE Inventory has description, quantity per room and total quantity. Please clarify what is this inventory. Is it inventory of existing FFE on existing Simon Sanchez High School for salvaging?
3. Please provide a clear list with quantity of FFE to be included in pricing.

**Response: Section 3 identifies the FF&E Requirements.**

**RFI #7:** Reference: Drawings A5.21 & A6.14. These drawings appear to show two pieces of equipment that resemble vehicle lifts; however, they are not listed in Attachment B-12 (Furniture, Fixtures & Equipment) or drawing sheet A8.18 and A8.19

1. Please confirm the identity of these two pieces of equipment and provide capacity requirement.
2. Please confirm whether these are included as built-in equipment.

**Response: Two 2-post surface-mounted vehicle lifts with 10,000 LB capacity. See attached product data.**

**RFI #8:** Reference: Attachment B-12, Section 3, Room FFE Inventory, page 26 of 23, shows 1/2 ton capacity portable crane, but it was not shown on the drawing. Please confirm the location.

**Response: A 1/2-ton portable automotive shop crane engine house will be located in the automotive workshop.**

**RFI #9:** The schedule in the RFP allocates 730 days for construction of the new Simon Sanchez School but does not mention any allocation for design time. The 730 days is adequate for the construction period but if you add in design and permitting it does not give the design-builder adequate time for completion of the project. Is there additional time allocated for the design phase of the project.

**Response: The allocated 730 days include design, permitting and construction.**

**RFI #10:** Reference Drawings A8.18 FF#E Schedule and A8.19 FF&E Schedule

1. The table shows the FF&E Schedule and column identifying GC/OFCI and OFOI; however, several rows appear misaligned and do not match the table gridlines. Kindly provide a revised FF&E Schedule with proper alignment and formatting for clarity.
2. The provided schedule does not have any quantity. Please provide the quantity of FF&E to be included in pricing.

3. Some FF&E items are listed but are not marked as either GC/OFCI or OFCI. Please clarify.

**Response:** All FF&E will be provided by the Proposer.

**RFI #11:** Reference to Attachment B12 Section 2 Furniture, Fixtures & Equipment (FFE) List and Drawing sheet A8.18 FF&E Schedule and A8.19 FF&E Schedule. Both documents pertain to FF&E but do not match. Some FF&E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify.

**Response:** All FF&E will be provided by the Proposer.

**RFI #12:** Please provide liquidated damages calculation.

**Response:** The calculation of Liquidated Damages shall be determined at the discretion of the Director of Public Works during contract negotiations, in accordance with applicable public law.

**RFI #13:** Landscape drawing Irrigation Note #3, on sheet L2.0, requires the contractor to submit within 30 days after award 6 copies of "detailed scaled drawings and wiring diagrams", please note that this is a design-build and requires ample time to design. Please consider removing these 30 days submission date within award.

**Response:** B+K Landscape Architecture takes no exception to Core Tech Intl's request to omit Irrigation Note #3 on Sheet L2.0. However, any installed irrigation wiring for permanent system should be documented on the Contractor furnished as-built drawings for Owner's/GDOE file record.

**RFI #14:** Will the government provide the CADD native format of the TRMA design to the successful offeror? This will greatly assist the A&E team in expediting their work and ensuring project efficiency.

**Response:** CAD files to be provided by TRMA to successful proposer within 2 weeks from the award of the project and NTP, and after execution of the attached Digital Data Transfer Agreement.

**RFI #15:** How much of the percentage of the RFP design drawings can be used by successful offeror?

**Response:** The full extent of programming documents can be used, subject to RFP Attachment B Part G General Design Requirements.

**RFI #16:** Reference to Part F Design requirements 2. Demolition and specification section 02050 Demolition and Removal:

1. Item d, of part F design requirements 2. Demolition requires salvage items and relocate as identified in the programming document design. Please identify which document list the salvage items.
2. Spec section 02050 Part 3 paragraph H Salvage - please identify and list items to be salvaged and where the salvage items to be delivered.

**Response:** The existing Simon Sanchez Statue will be salvaged, refurbished and reused in the project. No additional items shall be deemed salvageable.

**RFI #17:** Can the 'as-built' civil and structural drawing or any other available as-built drawings for the existing structures, please be made available?

**Response:** No 'as-built' is available.

**RFI #18:** Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made available?

**Response:** Refer to RFP Attachment B-4.

**RFI #19:** Can any investigational finding including borehole logs associated with the existing structures please be made available?

**Response:** Refer to RFP Attachment B-4.

**RFI #20:** Can the building assessment or forensic engineering report on the closure of the existing structures please be made available?

**Response:** Refer to RFP Attachment B-6.

**RFI #21: 1.FINANCING SCOPE OF WORK (ATTACHMENT A)**

- a. *Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an Issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party Issuer.*

**Response:** Yes. The Issuer will be the qualified 3<sup>rd</sup> Party (I.e., winning Proposer). All Government of Guam Tax Exempt municipal financing must be issued through GEDA, especially given the repayment source is an annual appropriation from the Government of Guam. Please review any recent Government of Guam Annual Budget to see how leased schools are listed and appropriated for in the budget.

- b. *Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance & Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island)*

**Response:** No. All Cost, including Insurance, Maintenance and Capital Maintenance are included in the annual pledge/reservation for payments.

- c. *Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE.*

**Response:** The annual pledge/reservation for payment will be available, subject to negotiation.

- d. *Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE – one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still be in effect, and 2) may be extended up to 10 years beyond the original term in the event that an event of non-appropriation/non-payment occurs.*

**Response:** Confirmed.

**RFI #22: Page 2, VI. Proposal Submittal**

- a. *Please define "Term Sheet and Price Proposal"*

**Response:** The Term Sheet Form has been attached to this Addendum. The Price Proposal Form was provided in the RFP in Attachment 9.

- b. *What is the purpose of the Term Sheet?*

**Response:** The purpose of the Term Sheet is for the Government of Guam to see all costs associated with the project.

- c. *Are these two different documents?*

**Response:** Yes, see templates provided.

- d. *What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc.*

**Response:** The Term Sheet Form has been attached to this Addendum.

*e. Is the term sheet a binding agreement?*

**Response:** The Term Sheet Form is subject to negotiation.

*f. Price proposal – what terms and information are required to be contained in the price proposal.*

**Response:** The Price Proposal and Addenda Acknowledgement of Receipt Form was provided in the RFP in Attachment 9.

**RFI #23:** Page 3, Section 3 – Please identify the subsequent / relevant public.

**Response:** PL 37-22 revised the Ma Kāhat Act of 2013 and PL 20-27, Chapter 8, Title 1 of the Guam Code Annotated relating to the Arts in Public Buildings and Facilities.

**RFI #24:** Page 4, Section 3(g). Confirm that any "design and construction innovations that enhance the expedited construction schedule and cost efficiencies" must still meet the design, area/space, and program requirements to be considered responsive.

**Response:** Confirmed.

**RFI #25:** Page 5, Section 3(n). Please define "firm" and identify the types of coverage and coverage limits required.

**Response:** The firm shall be identified as the proposer and must provide a copy of the current insurance certificate(s).

**RFI #26:** Page 7, Performance Issues. 7(a). Please confirm if this request relates to construction bond claims and or construction lawsuits involving GovGuam and for what period of time should this cover (5 years/10 years, etc.).

**Response:** This relates to ALL claims. Refer to Page 6, Performance Issues for the period of time covered.

**RFI #27:** Section 6- Experience on Similar Projects; item f.v. Proposer's project experience requires information on construction cost. Is this intended to refer to the contract amount of the relevant projects?

**Response:** Yes. Proposer's experience in building public schools or similar construction in size, price and scope.

**RFI #28:** Section 7 - Performance Issues. The RFP requires the bidder to provide a claims statement for all resolved or ongoing claims. The 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. This requirement is vague. Please define associated firms" and "personnel" Does this refer to the proposed key personnel (PM, QC, Safety, Sup) or key management personnel of the Proposer?

**Response:** The Associated Firms are the firms that the proposer is using to showcase the quality of its team. If these firms have claims resolved or on-going, please include them in your claims statement.

**RFI #29:** Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.

**Response:** Refer to excerpt from current JFK Lease Agreement.

**RFI #30:** Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide details on the Insurance and Maintenance Fund mentioned in the RFP.

**Response:** Refer to excerpt from current JFK Lease Agreement.

**RFI #31:** Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. 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. Please provide details of

*Section 7.01(b)(ii)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.*

**Response:** Refer to excerpt from current JFK Lease Agreement.

**RFI #32:** *Reference XXIV Failure to Comply with Instructions, states that "Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions." Please provide the point deductions assigned to each of the items in the instructions that the proposer need to comply with. Without this information, the deductions could be subjective.*

**Response:** Scoring of this RFP is at the discretion of the Evaluators whose appointments are prescribed by law.

**RFI #33:** *Considering the delays in obtaining construction permits, please confirm that: 1) the 730-day time limit is measured from the time all permits and governmental approvals have been obtained or that the NTP will not be issued until the permits/approvals are received.*

**Response:** The allocated 730 days include design, permitting and construction.

**RFI #34:** *The refrigerant listed on the drawings is getting phased out soon, can be the air conditioning systems be changed to the new refrigerant?*

**Response:** HVAC equipment must use the latest approved refrigerant.

**RFI #35:** *Is the design shown in the RFP of the air conditioning system fixed? Or can it be revised?*

**Response:** Refer to RFP Attachment B parts B and G.

**RFI #36:** *Should the air compressors come with air dryers?*

**Response:** Air compressor should be equipped with air dryers. The proposer should determine if the air dryers to be supplied with the compressor itself or installed on the outlet of the compressor to ensure proper moisture control within the system.

**RFI #37:** *Is the ductwork and air devices in the Auditorium fixed? Or can they be changed?*

**Response:** Refer to RFP Attachment B parts B and G. Note that these are also subject to the acoustical requirements per Attachment B-13 Acoustical Design Criteria.

#### **GENERAL PACIFIC SERVICES- Phil Roberto**

**RFI #1:** *The RFP states that proposers can deviate from the TRMA design if the required spaces provided are per the TRMA program. The current TRMA program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRMA program is now a guideline, and the facility must accommodate 2000 students.*

**Response:** Yes, please also note that the design work required for the 2,000-student population is focused on the provision of the required drinking fountains, restroom and shower facilities for the students.

**RFI #2:** *Please confirm, as with prior FDDBLM school projects such as the John F. Kennedy High School, the only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.*

**Response:** There will be up to four agreements- Ground Lease, Construction, Leaseback, and Insurance, Operations & Maintenance.

**RFI #3:** *The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposer's general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?*

**GEDA/BBMR Response: Yes.**

**RFI #4:** *We would like to request a submission date extension of 30 days.*

**Response:** An extension will NOT be provided. The procurement notice exceeds the requirements under Guam Procurement Law.

**GUAM EDUCATION FINANCING FOUNDATION III INC/ EASTERN CONTRACTORS  
CORPORATION/ FUTURE WORLD CORPORATION- James Wilson**

**RFI #1:** *Page iii, RFP TIMELINE, RFP SUBMITTAL DUE DATE. The date for submission is set for Friday, May 23, 2025. Can we request a time extension for an additional 60 days to best complete our proposal package?*

**Response:** An extension will NOT be provided. The procurement notice exceeds the requirements under Guam Procurement Law.

**RFI #2:** *Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND. The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developer's cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.*

**Response:** The Performance and Payment Bond Form has been attached to this Addendum.

**RFI #3:** *REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL & ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM. "The Proposal Guaranty attached"... for \$3,000,000. Is this the Bid Bond issued by the General Contractor? Who fills out this form and issues this to the Government of Guam: the Finance Developer or the General Contractor?*

**Response:** The Proposal Guaranty Form has been attached to this Addendum.

**RFI #4:** *Will DPW make available to bidders the CAD files for all disciplines for the current design? This will aid in expediting and efficiency for the proposal process.*

**Response:** CAD files will be provided by TRMA within 2 weeks from the award of the project and NTP, and after execution of the attached Digital Data Transfer Agreement.

**RFI #5:** *Door Schedule or Door Types—door type is not indicated on the Room Requirement. It is also not indicated on the Concept Drawing.*

**Response:** H1 and/or H2 workers are allowed on this project subject to all local and federal approval requirements.

**RFI #7:** *Attachment B Section B.3: GDOE Review of 60% Design Development and Final Construction Documents: Is TRMA the design reviewer? How long is the design review period? How many days after the design review comments to conduct the design review meetings?*

**Response:** The design review will be done by Government of Guam, Special Consultants, GDOE and TRMA. Anticipate a maximum of three-week design review period inclusive of the design review meetings for each submittal. GDOE and TRMA review will be two weeks from receipt of submittals; and the review meetings will be done during the last week of each period review.

**RFI #8:** *The RFP noted that the Proposer shall be responsible for Design. Section VII.3.g of the Instructions for submitting a proposal further noted innovative design that enhances the expedited construction schedule and economic value. Section VII.3.h questions how the Proposer will incorporate the RFP's design references. Design SOW is in Attachment B.*

**Response:** No question stated.

**RFI #9:** *Besides the design requirements in Attachment B, can the Proposer provide alternative design solutions to offer betterment or to improve construction or economic value?*

**Response:** Confirmed. Refer to RFP Attachment B parts B and G.

**RFI #10:** *RFP, Page 1, Section II, TERM AND TIME PERFORMANCE, SUBSECTION 1) Financing and*

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Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed. Does this include the TIME for Design and Permitting? If they are not included in the 730 days, how much time is allocated for Design and how much for the Building Permit process? If we get an NTP from DPW to proceed with Demolition Permitting early during the Design Period, does that trigger the 730 days for construction? Note that page B-4 of Section B indicates "a timeline of 730 days for construction and occupancy."

**Response:** The allocated 730 days include design, permitting and construction.

**RFI #11:** Under Section A, page A-2 The language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the scheduled date of completion. Page 4 of Section A "Supplemental Information" suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period, which would include 30 years from the expected date of completion rather than the date of issuance?

**Response:** Refer to Ma Kâhat Act section 58D103 (b).

**RFI #12:** Attachment B-6 relates to Hazardous Material Demolition Given the age of the existing SSHS, has GDOE or Gov. Guam conducted hazardous materials studies on the buildings or grounds? If so, will they be provided for the bidders' review and use?

**Response:** Refer to RFP Attachments B-6.

**RFI #13:** RFP Structural Narrative References IBC 2021 building code and associated codes (e.g., ACI 318-19). However, the Structural Drawings in the RFP, specifically Sheet S0.1.1 Structural Design Criteria and Notes, indicate design per IBC 2018 and associated codes (e.g., ACI 318-14). Which IBC are we to follow for this project?

**Response:** The IBC 2021 Building Code and Associated Code ASCE 7-16 are applicable for the structural design.

**RFI #14:** Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?

**Response:** It is not for the vehicle exhaust system.

**RFI #15:** The background is missing on Sheet E5.11. Please provide an updated sheet.

**Response:** Refer to attached E5.11 drawing excerpt.

**RFI #16:** The RFP calls for emergency lighting with integral 90-minute battery backup. Please confirm if remote UL 924 battery inverters can be used instead.

**Response:** Refer to RFP attachment B parts B and G.

**RFI #17:** The RFP calls for emergency lighting with integral 90-minute battery backup. Please confirm if the emergency generator can be used instead, if it complies with NFPA 110 and NEC requirements for emergency egress power.

**Response:** Refer to RFP attachment B parts B and G.

**RFI #18:** The drawings have a mix of CAT6 and CAT6A cabling identified. Telecom cabinets only show CAT6 patch panels. The telecom narrative only refers to CAT6A. Please confirm if horizontal cabling is to be CAT6 or CAT6A.

**Response:** Provide CAT6A horizontal cabling and hardware.

#### **PACIFIC FEDERAL MANAGEMENT- Ken San Nicholas**

**RFI #1:** We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement.

**SSFM Response:** Yes. Follow the instructions in the RFP.

**RFI #2:** During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?

**GEDA/BBMR Response:** 100% of financing support shall be from GEDA. In addition, the Ma Kâhat Act also allows for the new SSHS to be alternatively financed through "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 the approval of I Liheslaturan Guahan." Any departure from the financing authorized in the Ma Kâhat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the schedule set forth in the RFP.

***RFI #3:** What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?*

***Response:** The Term Sheet Form has been attached to this Addendum.*

***RFI #4:** Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?*

***Response:** Yes. Follow the RFP.*

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**LEASE AGREEMENT**

**Dated as of August 1, 2010**

**Between**

**CAPFA CAPITAL CORP. 2010A,  
a Florida not-for-profit corporation**

**as THE LESSOR**

**and**

**DEPARTMENT OF EDUCATION,  
GOVERNMENT OF GUAM,**

**as THE LESSEE**

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[This Lease Agreement and all right, title and interest of the CaPFA Capital Corp. 2010A in any rents, revenues and receipts derived hereunder are subject to assignment to a trustee under a trust agreement under which Certificates are to be issued, either secured by or representing a fractional undivided interest in, Base Rental payments to be made under this Lease Agreement.]

#### **Section 6.04. Public Liability.**

The Lessee has selected and has sole possession and control of the Project and, without waiving any immunity now or hereafter conferred by the law or the Organic Act of Guam, shall be solely liable for all damages to persons and property suffered by anyone using the Project; and to the extent permitted by law, the Lessee shall hold the Lessor harmless with respect thereto and indemnify and defend the Lessor against all claims, demands, causes of action, and actions and other liability made or established in connection therewith in accordance with Section 17.13.

### **ARTICLE VII**

#### **INSURANCE PROVISIONS**

##### **Section 7.01. Insurance.**

(a) After the Lessee takes occupancy of the Project, the Lessor shall, in accordance with the Maintenance Agreement, but solely from amounts available for such purpose in the Insurance and Maintenance Fund, at all times maintain or cause to be maintained with responsible insurers that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally-recognized rating agencies, all such insurance on the Project (valued as defined below) which is required under the Trust Agreement or is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Lessor shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers in the open market or more insurance than is specifically referred to below. Any policies maintained by the Lessor pursuant to this Article VII shall name the Lessee as an additional insured. The Maintenance Agreement shall provide that Maintenance Contractor, as agent of the Lessor, but at the Lessor's sole cost and expense, shall obtain and maintain such insurance, but the Lessee shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

(b) Subject to the preceding paragraph (a), the Lessor shall:

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

Facility, or (ii) the aggregate principal amount represented by the then-outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

(ii) Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Facility for the Site, such insurance to afford protection to a limit of not less than \$300,000 for a single occurrence. Such insurance shall be maintained in sound insurance companies that comply with statutory insurance requirements. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

(iii) Maintain or cause to be maintained earthquake and windstorm insurance for the Project.

(iv) Maintain or cause to be maintained 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 Lessee may insure such property to the same extent under a blanket insurance policy or policies which cover not only such property but other properties.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Lessor. All policies or certificates issued by the respective insurers for insurance shall also require the insurer to give the Lessor notice of the non-payment of the premium and shall give the Lessor a reasonable opportunity to cure such non-payment. Certificates of insurance listing such policies shall be deposited with the Trustee together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the Lessor together with evidence of payment of premiums therefor.

All policies of insurance shall provide that the Lessee is an additional insured, provided, that all policies of insurance (except the policy of public liability specified in Section 7.01(b)(ii)) shall also provide that the proceeds thereof shall be payable to the Lessor. The Net Proceeds of fire and extended coverage insurance shall be deposited into the Insurance and Maintenance Fund under the Trust Agreement to be applied to rebuild and repair the Facility or into the Redemption Fund under the Trust Agreement to be applied to prepay outstanding Certificates as provided in Article X, as determined by the Lessee in consultation with the Lessor.

(c) The Lessor shall file, or cause to be filed, with the Trustee annually within one hundred twenty (120) days after the close of each calendar year a written statement of the Lessee containing a summary of all insurance policies then in effect with respect to the Project and stating that the insurance carried by the Lessor satisfies the requirements of this Section 7.01.

## **ARTICLE VIII**

### **TAXES**

#### **Section 8.01. Taxes.**

(a) The Lessor and the Lessee understand and agree that the Project constitutes property that is free and exempt from all taxation; provided, however, that the Lessor agrees, to the extent legally permissible, to cooperate with the Lessee, upon written request by the Lessee, to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The Lessee agrees to reimburse the Lessor for any and all costs and expenses thus incurred by the Lessor.

(b) Notwithstanding Section 8.01(a), in the event that the Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Project, an Additional Rental shall be paid by the Lessee equal to the amount of all such taxes, assessments, utility charges and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during any Renewal Term of this Lease. Neither the Lessor nor the Lessee shall allow any liens for taxes, assessments or governmental charges to exist with respect to the Project or any portion thereof (including, without limitation, any taxes levied upon the Project or any portion thereof which, if not paid, will become a charge on the Rentals and receipts from the Project or any portion thereof prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Trust Agreement), or any interest therein (including the interest of the Lessor) or the Rentals and revenues derived therefrom or hereunder.

## **ARTICLE IX**

### **ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

#### **Section 9.01. Alterations, Additions and Improvements.**

The Lessee shall have the right, at its sole cost and expense, during the term of this Lease to make any alterations, additions or improvements of any kind, structural or otherwise, as it shall deem necessary or desirable, on or to any portion of the Project; provided, however, that no such alteration, addition, or improvement shall materially reduce or otherwise adversely affect the value of the Project or the fair rental value thereof or materially alter or

**Simon Sanchez High School**  
**PROPOSED TERM SHEET**

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*\*Note to Proposer: There are two options for financing- 1. Government Financing and 2. Alternative Method of Financing (Proposer's financing). Based on the financing you are proposing for this project (Government Financing or Alternative Method Financing), fill out one of the two categories below:*

**Option 1: Government Financing**

If you are using the Government Financing Option, please provide the following information:

1. Proposed Additional Rental to cover maintenance and insurance as per the RFP
2. Proposed Annual Developer Cost
3. Other Costs/Fees

**Option 2: Alternative Method of Financing (Funds must be delivered within 90 days)**

If you are using the Alternative Method of Financing, check the box/s that apply below.

- ☐ Short-term debt
- ☐ Mortgage
- ☐ Loan
- ☐ Federally guaranteed loan
- ☐ Letter of Credit
- ☐ Other Financing \_\_\_\_\_

Please provide alternative financing details below:

- 1) Financing Narrative to include examples of successful execution with previous lease financings (1 page max)
- 2) Interest Rate
- 3) Financing Agreement form (loan agreement)
- 4) Financing calendar of events
- 5) Proposed Annual Debt Payment
- 6) Proposed Additional Rental to cover maintenance and insurance as per the RFP
- 7) Proposed Annual Developer Cost
- 8) Other Costs/Fees

\*\*\*\*\*

**Performance Guaranty**

**Performance Guaranty NO.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

As Principal, hereinafter called the Principal and

\_\_\_\_\_  
(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for the "**NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASE BACK & INSURE/CAPITAL MAINTENANCE (FDDBLM), PROJECT NO. 730-5-1059-L-YIG**

NOW THEREFORE, if the Territory of Guam shall accept the Performance Guaranty of the Principal and the Principal shall not withdraw said Proposal within sixty (60) calendar days after the opening of Request For Proposal (RFP), and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such proposal and give such guaranty as may be specified in the RFP or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Performance Guaranty, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said RFP and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said Performance Guaranty or an appropriate liquidated amount as specified in the Request for Proposals then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)



## PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

*(Name of Contractor)*

hereinafter called the Contractor and \_\_\_\_\_

*(Name of Surety)*

a corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government of Guam, as obligee, hereinafter called the Government for use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated \_\_\_\_\_, 202\_\_ entered into a Contract with the Government 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”** in accordance with Request for Proposal prepared by the Department of Public Works, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared in default by the Government to be in default under the Contract, the Government having performed territorial obligations thereunder,

the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
  2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.
- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of forty five (45) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The

Government shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within forty five (45) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, A.D.

IN THE PRESENCE OF:

**(Note: If the Principals are Partners, each  
must execute the Bond)**

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**DOCUMENT:** SSHS Finance-Related RFI Section  
**LOCATION:** BBMR  
**DATE:** Tuesday, April 22, 2025  
**TIME:** Start: 1505 End: 1715

**ATTENDEES:**

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Linda Ibanez	LI
BBMR	Lester Carlson	LC
GEDA	Tina Garcia	TG
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Ed Hipolito	EH
SSFM	Leila Ludwig	LL

**SSHS Finance-Related RFI Section**  
**Tuesday, April 22, 2025, 1500**  
**BBMR**

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**I. CALL TO ORDER**  
**15: 05 LC (BBMR) called to order**

**II. ACTION ITEMS**  
**a. Review of RFI Log**  
**The committee conducted a review of the Draft RFI Master Log, specifically addressing finance-related questions pertaining to the BBMR and GEDA sections. Please refer to the attached draft RFI Log for the full list of finance-related inquiries.**

**A total of eighteen (18) finance-specific questions were reviewed during this session. To ensure completeness and consistency, the review encompassed all sixty-nine (69) Requests for Information (RFIs) submitted to date, confirming that all finance-related questions were appropriately captured and addressed. The inquiries included:**

- Three (3) questions from JB Modern Tech concerning self-financing mechanisms.**
- Six (6) questions from Core Tech International regarding the term sheet, various insurance requirements, capital maintenance obligations, and custodial plan stipulations.**

- Two (2) questions from General Pacific Service pertaining to the ground lease, lease-back contracts, and clarification on the validity of Guam contractor licenses.
- Three (3) questions collectively from Guam Education Financing Foundation III Inc., Eastern Pacific Contractors Corporation, and Future World Corporation, focusing on various form requests and clarifications related to the lease-back agreement bond.
- Four (4) questions from Pacific Federal Management concerning subcontractor past performance, term sheet requests, and evaluation criteria.

**TG (GEDA) will provide the following supporting documentation as part of the response process:**

- The detailed Term Sheet
- The JFK Lease-Leaseback Agreement
- Operations and Maintenance (O&M) Contract

**These documents will support the comprehensive response to finance-related RFIs and ensure clarity for Evaluation Committee Members during their review process.**

**The committee emphasized the importance of identifying and engaging with potential partners who demonstrate innovation and a commitment to the welfare of students at Simon Sanchez High School. The objective is to collaborate with entities that prioritize student interests and can contribute positively to the school's development.**

- III. NEXT MEETING  
**Wednesday Weekly Meeting with DPW Director 0900 at GEDA**
- IV. ACTION ITEMS  
**SEE BELOW**
- V. ADJOURN  
**17:15**

\*\*\*\*

#### **UPCOMING MILESTONES**

- **Wednesday, April 30 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm,** Vetting Proposals

- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 3:** Convene RFP Evaluation Committee
- **Wednesday, June 4 to Thursday, June 5:** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

**ACTION ITEMS:**

Description	Responsible Person	Due Date
<b>Term Sheet, JFK Lease Back Agreement &amp; O&amp;M Contracts</b>	Tina Garcia (GEDA)	250423
<b>Final Financial RFI Response Edits</b>	Joe Duenas (JD)	250423

May 6, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

***Project Coordinator***

## Finance Draft RFI

No.	Date	Company	Proposer	Questions	Response Date	Response by	Response
3	250411	JB Modern Tech	Jacinto Paguigan	Can this project be self-finance without the bonding from GEDA?	250411	LC, BBMR	<b>DRAFT:</b> The Makahat Act allows for the new SSFS to be alternatively financed through "short term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing <u>will better serve the needs of the People of Guam, subject to the approval of the Legislature of Guam.</u> " Any departure from the financing authorized in the Makahat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the schedule set forth in the RFP.
4	250411	JB Modern Tech	Jacinto Paguigan	If self-finance does the RFP continues?	250411	LC, BBMR	<b>DRAFT:</b> If self financed the RFP must still continue as the criteria for selection involves more than the financing element (see evaluation criteria)
5	250411	JB Modern Tech	Jacinto Paguigan	If self-finance what will be the requirements?	250411	LC, BBMR	<b>DRAFT:</b> First, a demonstration that the alternative financing will better serve the People of Guam, second and more importantly that the alternative financing is viable and available throughout the construction period. Finally, the alternative financing must meet the Shall Not Exceed Amount described in the Makahat Act.
11	250418	Core Tech Intl	Jemar Legaspi	Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.		GEDA	The Performance and Payment Bond has been attached to this Addendum.
27	250418	Core Tech Intl	Jemar Legaspi	1. FINANCING SCOPE OF WORK (ATTACHMENT A) a. Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party issuer b. Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance & Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island) c. Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE. d. Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE - one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still be in effect, and 2) may be extended up to 10 years beyond the original term in the		GEDA/BBMR	a. Yes. The Issuer will be the qualified 3rd Party (i.e., winning Proposer). All Government of Guam Tax Exempt municipal financing must be issued through GEDA, especially given the repayment source is an annual appropriation from the Government of Guam. Please review any recent Government of Guam Annual Budget to see how leased schools are listed and appropriated for in the budget. b) No. All Cost, including Insurance, Maintenance and Capital Maintenance are included in the annual pledge/reservation for payments. c) The annual pledge/reservation for payment will be available, subject to negotiation. d) Confirmed
28	250418	Core Tech Intl	Jemar Legaspi	Page 2, VI. Proposal Submittal a. Please define "Term Sheet and Price Proposal" b. What is the purpose of the Term Sheet? c. Are these two different documents? d. What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc. e. Is the term sheet a binding agreement? f. Price proposal - what terms and information are required to be contained in the price proposal.		GEDA/BBMR	The Term Sheet Form has been attached to this Addendum. The Price Proposal Form was provided in the RFP in Attachment 9. GEDA to send
35	250418	Core Tech Intl	Jemar Legaspi	Reference: Attachment B, Part K - Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.		GEDA/SSFM	Please refer to the current JFK Lease Agreement attached as an example, subject to negotiations.
36	250418	Core Tech Intl	Jemar Legaspi	Reference: Attachment B, Part K - Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide details on the Insurance and Maintenance Fund mentioned in the RFP		GEDA/SSFM	Please refer to the current JFK Lease Agreement attached as an example, subject to negotiations.
37	250418	Core Tech Intl	Jemar Legaspi	Reference: Attachment B, Part K - Insurance & Capital Maintenance and Custodial Plan Requirements. 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. Please provide details of Section 7.01(b)(ii) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.		GEDA/SSFM	Please refer to the current JFK Lease Agreement attached as an example, subject to negotiations.



41	250418	General Pacific Services	Phil Roberto	Please confirm as with prior FDDBLM school projects such as the John F. Kennedy High School. The only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.		GEDA/SSFM	There will be up to four agreements- Ground Lease, Construction, Leaseback, and Insurance, Operations & Maintenance.
42	250418	General Pacific Services	Phil Roberto	The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposers general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?		GEDA/BBMR	Yes
45	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	<i>Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developer's cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.</i>		GEDA/BBMR	The Performance and Payment Bond Form has been attached to this Addendum.
46	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	<i>REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL &amp; ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM "The Proposal Guaranty attached" ... for \$3,000,000. Is this the Bid Bond issued by the General Contractor? Who fills out this form and issues this to the Government of Guam: the Finance Developer or the General Contractor?</i>		GEDA/BBMR	The Proposal Guaranty Form has been attached to this Addendum.
54	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Under Section A, page A-2 The language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the scheduled date of completion. Page 4 of Section A "Supplemental Information" suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period, which would include 30 years from the expected date of completion rather than the date of issuance?		GEDA	Refer to Ma Kåhat Act section 58D103 (b).
66	250418	Pacific Federal Management	Ken San Nicolas	We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement.		GEDA/BBMR	Yes. Follow the instructions in the RFP.
67	250418	Pacific Federal Management	Ken San Nicolas	During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?		GEDA/BBMR	100% of financing support shall be from GEDA. In addition, the Ma Kåhat Act also allows for the new SSHS to be alternatively financed through "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 the approval of Ilheshlaturan Guahan." Any departure from the financing authorized in the Ma Kåhat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the schedule set forth in the RFP.
68	250418	Pacific Federal Management	Ken San Nicolas	What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?		GEDA/BBMR/SS	The Term Sheet Form has been attached to this Addendum
69	250418	Pacific Federal Management	Ken San Nicolas	Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?		GEDA/BBMR/SS	Yes. Follow the RFP.

**DOCUMENT:** SSHS Finance-Related RFI Section  
**LOCATION:** GEDA  
**DATE:** Wednesday, April 23, 2025  
**TIME:** Start: 0917 End: 1120

**ATTENDEES:**

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	John Calanayan	JC
GEDA	Tina Garcia	TG
GEDA	John San Nicolas	JSN
GEDA	Ang Rios	AR
TRMA	Cedric Cruz	CC
TRMA	Elmer Prudente Jr.	EP
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Ed Hipolito	EH
SSFM	Leila Ludwig	LL

**DPW SSFM WEEKLY WEDNESDAY MEETING**

Wednesday, April 23, 2025, 09:00  
GEDA Conference Room

**I. CALL TO ORDER**  
**09:17 called to order by VA (DPW)**

**II. UNFINISHED BUSINESS**

- A. RFP
- B. RFIs
  - i. Review of any RFIs Received to Date
  - j. DRAFT Addendum
- C. Contracts (Lease back, O&M, Demolition)
- D. Government Negotiation Team.

**Topics to be addressed in the upcoming meeting on Wednesday, April 30.**

**III. NEW BUSINESS**

- A. REQUEST FOR INFORMATION WORK SESSION (RFI'S)
  - Meeting participants are directed to the attached RFI Master Log for a comprehensive record of all Requests for Information (RFIs) reviewed to

date. The log contains a total of sixty-nine (69) questions, including detailed entries addressing inquiries and clarifications submitted by proposers, along with corresponding responses from the relevant agencies.

- The Subject Matter Experts (SMEs) reviewed a total of thirty (30) RFI responses submitted by TRMA, encompassing various technical and design-related inquiries. The breakdown of the RFIs is as follows:
  - Core Tech International submitted twenty (20) RFIs addressing topics such as design requirements, panel systems, furniture, fixtures, and equipment (FF&E) clarifications, vehicle lift requirements, landscape drawing irrigation details, CAD file inquiries, design drawing percentages, salvage processes, probing and grouting procedures, borehole logs, building shell and system requirements, refrigerant specifications, and HVAC systems.
  - General Pacific Service submitted one (1) RFI concerning the school's population metrics.
  - Guam Education Financing Foundation III Inc., Eastern Contractors Corporation, and Future World Corporation submitted a total of nine (9) RFIs. These inquiries pertained to industrial exhaust systems, ventilation systems, verification of CAT6A cabling, panel specifications, door type requirements, design timeframes, hazardous materials considerations, alternative design options, emergency lighting, and adherence to International Building Code (IBC) directives.
- The SMEs reviewed a total of eighteen (18) RFI responses submitted by GEDA and BBMR, encompassing various finance related inquiries. The breakdown of the RFIs is as follows:
  - JB Modern Tech submitted three (3) questions concerning self-financing mechanisms.
  - Core Tech International submitted six (6) questions regarding the term sheet, various insurance requirements, capital maintenance obligations, and custodial plan stipulations.
  - General Pacific Service submitted two (2) questions pertaining to the various contracts, and clarification on the validity of Guam contractor licenses.
  - Guam Education Financing Foundation III Inc., Eastern Pacific Contractors Corporation, and Future World Corporation collectively submitted three (3) questions focusing on various form requests and clarifications related to the lease-back agreement bond.

- Pacific Federal Management submitted four (4) questions concerning subcontractor past performance, term sheet requests, and evaluation criteria.
- The SMEs reviewed a total of twenty-one (21) RFIs responses from DPW and SSFM encompassing technical, procedural, and scheduling aspects. The breakdown of the RFIs is as follows:
  - JB Modern Tech submitted two (2) questions regarding the appropriate format for submitting questions related to the Request for Proposals (RFP) and the sign out list from the Preproposal Conference and the Mandatory Site Visit.
  - Eastern Pacific Engineering & Construction submitted a request for a thirty (30) day extension.
  - Core Tech International submitted eleven (11) questions covering topics such as liquidated damages calculations, definitions of "firm" and associated firms, experience requirements, clarification on the RFP deduction process, permitting timelines, performance issues, and their impact on the evaluation process.
  - General Pacific Services submitted one (1) question requesting a thirty (30) day extension.
  - Guam Education Financing Foundation III Inc., Eastern Contractors Corporation, and Future World Corporation collectively submitted five (5) questions addressing H1/H2 availability, permitting timeframes, CAD file availability, and a request for a sixty (60) day extension.
- During the meeting, VA (DPW) emphasized the importance of maintaining consistency in language and terminology used throughout the document.
- The SMEs discussed the importance of identifying a strategic partner to collaborate on innovative ideas and solutions that prioritize the best interests of the students at Simon Sanchez High School. Emphasis was placed on selecting a partner who demonstrates a strong commitment to educational excellence and student welfare.

**IV. ACTION ITEMS  
SEE BELOW**

**V. NEXT MEETING**

A tentative meeting is set for Thursday, April 24 at 2:00 PM with VA (DPW), GLG, and LL (SSFM) at the DPW Director's office.

VI. ADJOURN  
11:20

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**UPCOMING MILESTONES**

- **Wednesday, April 30 , 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm,** Vetting Proposals
- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 03 :** Convene RFP Evaluation Committee
- **Wednesday, June 04 to Thursday, June 05 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

**ACTION ITEMS:**

Description	Responsible Person	Due Date
Send consistent responses – Finance Related	Tina Garcia (TRMA)	250424
Send consistent responses – TRMA Related	Cedric Cruz (TRMA)	250424
Submission of missing responses from Subcontractor – TRMA Related	Cedric Cruz (TRMA)	250424
Send Final Draft to VA(DPW) Review	Leila Ludwig (SSFM)	250425
Send Approved Final Draft to Tom Keeler (OAG)	Vince Arriola (DPW)	250425
Create draft response to Proposers for Addendum I for John Calanayan (DPW)	Leila Ludwig (SSFM)	250430
Send Approved Addendum I to Proposers	John Calanayan (DPW)	250430

May 6, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

*Project Coordinator*

**Simon Sanchez High School  
Project No. 730-5-1059-L-YIG**

**DPW SSFM Weekly Wednesday Meeting  
Wednesday, April 23, 0900  
GEDA Conference Room**

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- I. CALL TO ORDER
- II. UNFINISHED BUSINESS
  - a. RFP
  - b. RFI's
    - i. Review of any RFI received to date
    - ii. DRAFT Addendum
  - c. Contracts (Lease bac, O&M, Demolition)
  - d. Government Negotiation Team
- III. NEW BUSINESS
  - a. Review of RFI's with Subject Matter Experts
- IV. ACTION ITEMS
- V. NEXT MEETING
- VI. ADJOURN

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**UPCOMING MILESTONES**

- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
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- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 3 :** Convene RFP Evaluation Committee
- **Wednesday, June 4 to Thursday, June 5 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

Simon Sanchez High School  
PROPOSED TERM SHEET

- I. Government Financing
- a. Proposed Additional Rental to cover maintenance and insurance as per the RFP
  - b. Proposed Annual Developer Cost
  - c. Other Costs/Fees
- II. Alternative Method of Financing (Funds must be delivered within 90 days)
- ☐ Short-term debt
  - ☐ Mortgage
  - ☐ Loan
  - ☐ Federally guaranteed loan
  - ☐ Other Financing \_\_\_\_\_

Please provide alternative financing details

- 1) Financing Narrative to include examples of successful execution with previous lease financings (1 page max)
- 2) Interest Rate
- 3) Financing Agreement form (loan agreement)
- 4) Financing calendar of events
- 5) Proposed Annual Debt Payment
- 6) Proposed Additional Rental to cover maintenance and insurance as per the RFP
- 7) Proposed Annual Developer Cost
- 8) Other Costs/Fees

## PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
(Name of Contractor)

hereinafter called the Contractor and \_\_\_\_\_  
(Name of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government of Guam, as obligee, hereinafter called the Government for use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated \_\_\_\_\_, 202\_\_ entered into a Contract with the Government 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”** in accordance with Request for Proposal prepared by the Department of Public Works, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared in default by the Government to be in default under the Contract, the Government having performed territorial obligations thereunder,



the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
  2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.
- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of forty five (45) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The

Government shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within forty five (45) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.



SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, A.D.

IN THE PRESENCE OF:

**(Note: If the Principals are Partners, each must execute the Bond)**

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

RFI							
No.	Date	Company	Proposer	Questions	Response Date	Response by	Response
1	250408	JB Modern Tech	Jacinto Paguigan	This template is for "Request for Information" (RFI) that the bidders will be using for the queries.	250408	JC, DPW	Send the RFI with your letterhead and send it in word format so, more easier to respond.
2	250409	JB Modern Tech	Jacinto Paguigan	Thank you. I also want to follow-up our previous request for a copy of attendance sheet during pre-bid conference and site visit.			
3	250411	JB Modern Tech	Jacinto Paguigan	Can this project be self-finance without the bonding from GEDA?	250411	LC, BBMR	<b>DRAFT :</b> The Makahat Act allows for the new SSHS to be alternatively financed through "short term debt, mortgage, loan, federally guaranteed loan, or loan by an instrumentality of the United States of America if such financing <u>will better serve the needs of the People of Guam, subject to the approval of I Liheslaturan Guahan.</u> " Any departure from the financing authorized in the Makahat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the <i>schedule set forth in the RFP</i> .
4	250411	JB Modern Tech	Jacinto Paguigan	If self-finance does the RFP continues?	250411	LC, BBMR	<b>DRAFT:</b> If self financed the RFP must still continue as the criteria for selection involves more than the financing element ( see evaluation criteria )
5	250411	JB Modern Tech	Jacinto Paguigan	If self-finance what will be the requirements?	250411	LC, BBMR	<b>DRAFT:</b> First, a demonstration that the alternative financing will better serve the People of Guam, second and more importantly that the alternative financing is viable and available throughout the construction period. Finally, the alternative financing must meet the Shall Not Exceed Amount described in the Makahat Act.
6	250416	Eastern Pacific Engineering & Construction	Tiffani Lee Cruz	Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial. Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial partners, and prepare a fully compliant and competitive proposal package. We kindly ask that the deadline currently set for Friday, May 23, 2025, be extended by at least ONE Month, if possible. This will help ensure higher quality submissions and broader participation from qualified entities. We sincerely appreciate your consideration of this request and remain fully committed to the success of this important project for the Government and people of Guam.		DPW	Building Simon Sanchez High School has been in the works for over 10 years.
7	250418	Core Tech Intl	Jemar Legaspi	Sheet E2.6 – Solar PV Schematic Diagram indicates that the inverter is specified as 480V single phase. However, based on our market research and consultations with manufacturers, we have been unable to locate any commercially available string inverters with a 480V single phase configuration. This voltage is typically available only in a three-phase setup. We respectfully request that the government provide the name of an inverter brand, vendor, or manufacturer capable of supplying a 480V single phase string inverter to meet the project requirements.		TRMA	<i>Penia</i>
8	250418	Core Tech Intl	Jemar Legaspi	Reference to Attachment B part D Project Scope, item 1.m Photovoltaic. 1. Please confirm the buildings to have photovoltaic as shown in electrical drawing sheet E2.6 are only: 1.1 Gymnasium Building 1.2 Administration Building 1.3 Auditorium Building 1.4 Cafeteria Building 2. Please clarify what the markings "PV PANEL LOCATION" on the roof of buildings are for. 2.1 B-Wing Roof Plan drawing sheet A4.3 2.2 A-Wing Roof Plan drawing sheet A4.5 2.3 C-Wing Roof Plan drawing A4.6 (at 6 locations) 2.4 Credit Recovery Roof Plan drawing A4.7		TRMA	<i>ok</i>  Architectural drawings show potential locations for PV Panel Systems, but DB Contractor's DOR must identify final locations for PV Systems.

9	250418	Core Tech Intl	Jemar Legaspi	<p>Upon review of the plumbing drawings, we noted that several blow-up detail references are shown on the plans; however, the corresponding detailed drawings themselves are not included or cannot be located within the drawing set.</p> <p>For example, the following details are referenced but appear to be missing: P3.31-1 (RW-Z3), P6.02-1 (RW-Z2), P6.04-1 (RW-Z4), etc.</p> <p>Kindly advise if these detailed drawings will be provided under a future amendment?</p>	TRMA	Detailed drawings will not be provided. The RFP drawings were issued for general concept design reference only. The DB contractor's DOR must prepare design drawings for contractor's use during bid and construction.
10	250418	Core Tech Intl	Jemar Legaspi	<p>Reference Attachment 9 (Price Proposal and Addenda Acknowledgement of Receipt Form) states: "The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million." We were unable to locate a template or format for the Proposal Guaranty in the RFP documents. Kindly provide the required form as referenced.</p>	GEDA	The Proposal Guaranty Form has been attached to this Addendum.
11	250418	Core Tech Intl	Jemar Legaspi	<p>Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.</p>	GEDA	The Performance and Payment Bond Form has been attached to this Addendum.
12	250418	Core Tech Intl	Jemar Legaspi	<p>Reference: Attachment B-12 Section 2 Furniture, Fixtures &amp; Equipment (FFE) List and Section 3 Room FFE Inventory</p> <ol style="list-style-type: none"> <li>Section 2 listed Furniture, Fixtures and Equipment with descriptions but does not have quantity. Please clarify and provide quantity for pricing reference.</li> <li>Section 3 Room FFE Inventory has description, quantity per room and total quantity. Please clarify what is this inventory. Is it inventory of existing FFE on existing Simon Sanchez High School for salvaging?</li> <li>Please provide a clear list with quantity of FFE to be included in pricing</li> </ol>	TRMA	Section 3 has listed quantities for design reference and does not account for existing FFE to be salvaged. The DB contractor's DOR must prepare quantities for contractor's use during bid and construction.
13	250418	Core Tech Intl	Jemar Legaspi	<p>Reference: Drawings A5.21 &amp; A6.14, These drawings appear to show two pieces of equipment that resemble vehicle lifts; however, they are not listed in Attachment B-12 (Furniture, Fixtures &amp; Equipment) or drawing sheet A8.18 and A8.19</p> <ol style="list-style-type: none"> <li>Please confirm the identity of these two pieces of equipment and provide capacity requirement.</li> <li>Please confirm whether these are included as built-in equipment.</li> </ol>	TRMA	Two- two lift and two post vehicle lifts with 12,000LB capacity. TRMA to coordinate with GCC.
14	250418	Core Tech Intl	Jemar Legaspi	<p>Reference: Attachment B-12, Section 3, Room FFE Inventory, page 26 of 23, shows 1/2 ton capacity portable crane, but it was not shown on the drawing. Please confirm the location.</p>	TRMA	1/2 ton portable automotive shop crane engine house will be located in the automotive workshop.
15	250418	Core Tech Intl	Jemar Legaspi	<p>The schedule in the RFP allocates 730 days for construction of the new Simon Sanchez School but does not mention any allocation for design time. The 730 days is adequate for the construction period but if you add in design and permitting it does not give the design-builder adequate time for completion of the project. Is there additional time allocated for the design phase of the project.</p>	TRMA	The DB contractor may opt for innovative solutions to compress the project schedule and accelerate the construction schedule. Additionally, DPW is aware of the project and will work with the DB Contractor to prioritize the review.
16	250418	Core Tech Intl	Jemar Legaspi	<p>Reference Drawings A8.18 FF&amp;E Schedule and A8.19 FF&amp;E Schedule</p> <ol style="list-style-type: none"> <li>The table shows the FF&amp;E Schedule and column identifying GC/OFCI and OFOI; however, several rows appear misaligned and do not match the table gridlines. Kindly provide a revised FF&amp;E Schedule with proper alignment and formatting for clarity.</li> <li>The provided schedule does not have any quantity. Please provide the quantity of FF&amp;E to be included in pricing.</li> <li>Some FF&amp;E items are listed but are not marked as either GC/OFCI or OFCI. Please clarify.</li> </ol>	TRMA	Disregard all distinction of GC/OFCI/OFOI on drawing sheets. All FFE will be provided by contractor/developer.
17	250418	Core Tech Intl	Jemar Legaspi	<p>Reference to Attachment B12 Section 2 Furniture, Fixtures &amp; Equipment (FFE) List and Drawing sheet A8.18 FF&amp;E Schedule and A8.19 FF&amp;E Schedule</p> <p>Both documents pertain to FF&amp;E but do not match. Some FF&amp;E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify</p>	TRMA	Disregard all distinction of GC/OFCI/OFOI on drawing sheets. All FFE will be provided by contractor/developer.
18	250418	Core Tech Intl	Jemar Legaspi	<p>Please provide liquidated damages calculation.</p>	DPW	<b>VPA to Negotiate</b>
19	250418	Core Tech Intl	Jemar Legaspi	<p>Landscape drawing Irrigation Note #3, on sheet L2.0, requires the contractor to submit within 30 days after award 6 copies of "detailed scaled drawings and wiring diagrams", please note that this is a design-build and requires ample time to design. Please consider removing this 30 days submission date within award.</p>	TRMA	B+K Landscape Architecture takes no exception to the Core Tech Intl's request to omit Irrigation Note #3 on Sheet L2.0. However, any installed irrigation wiring for permanent system should be documented on the Contractor furnished as-built drawings for Owner's/GDOE file record.
20	250418	Core Tech Intl	Jemar Legaspi	<p>Will the government provide the CADD native format of the TRMA design to the successful offeror? This will greatly assist the A&amp;E team in expediting their work and ensuring project efficiency.</p>	TRMA	CAD files to be provided to successful offeror after completion of transf
21	250418	Core Tech Intl	Jemar Legaspi	<p>How much of the percentage of the RFP design drawings can be used by successful offeror?</p>	TRMA	Successful offeror can use full extent of programming documents, subject to Attachment B Part B. General Design Requirements.

**Start w/ 730 days**



22	250418	Core Tech Intl	Jemar Legaspi	Reference to Part F Design requirements 2. Demolition and specification section 02050 Demolition and Removal 1. Item d, of part F design requirements 2. Demolition, requires salvage items and relocate as identified in the programming document design. Please identify which document list the salvage items. 2. Spec section 02050 Part 3 paragraph H Salvage - please identify and list items to be salvaged and where the salvage items to be delivered.	TRMA	Refer to Simon Sanchez Statue. This shall be <del>shall be</del> reserved, cleaned, and protected or returned to DOE to be stored.
23	250418	Core Tech Intl	Jemar Legaspi	Can the 'as-built' civil and structural drawing or any other available as-built drawings for the existing structures, please be made available?	DPW/TRMA	
24	250418	Core Tech Intl	Jemar Legaspi	Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made available?	TRMA	Refer to Attachment B-4.
25	250418	Core Tech Intl	Jemar Legaspi	Can any investigational finding including borehole logs associated with the existing structures please be made available?	TRMA	Refer to Attachment B-4.
26	250418	Core Tech Intl	Jemar Legaspi	Can the building assessment or forensic engineering report on the closure of the existing structures please be made available?	DPW/TRMA	Refer to Attachment B-6.
27	250418	Core Tech Intl	Jemar Legaspi	1.FINANCING SCOPE OF WORK (ATTACHMENT A) a. Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an Issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party Issuer b. Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance & Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island) c. Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE. d. Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE – one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still be in effect, and 2) may be extended up to 10 years beyond the original term in the event that an event of non-appropriation/non-payment occurs	GEDA/BBMR	a. Yes. The Issuer will be the qualified 3rd Party (i.e., winning Proposer). b. No. All costs, including Insurance, Maintenance, and Capital Maintenance, are included in the annual pledge/reservation for payments. c. The annual pledge/reservation for payment will be available, subject to negotiation. d. There will be up to four agreements- Ground Lease, Construction, Leaseback, and Insurance, Operations & Maintenance.
28	250418	Core Tech Intl	Jemar Legaspi	Page 2, VI. Proposal Submittal a. Please define "Term Sheet and Price Proposal" b. What is the purpose of the Term Sheet? c. Are these two different documents? d. What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc. e. Is the term sheet a binding agreement? f. Price proposal – what terms and information are required to be contained in the price proposal.	GEDA/BBMR	a. The Term Sheet Form has been attached to this Addendum. The Price Proposal Form was provided in the RFP. b. The purpose of the Term Sheet is for the Government of Guam can see all costs associated with the project. c. Yes, see templates provided. d. The Term Sheet Form has been attached to this Addendum. e. The Term Sheet is subject to negotiation. f. The Price Proposal and Addenda Acknowledgment of Receipt Form was provided in the RFP in Attachment 9.
29	250418	Core Tech Intl	Jemar Legaspi	Page 3, Section 3 – Please identify the subsequent / relevant public <i>law</i>	DPW/SSFM	PL 37-22 revised the MA KAHAT ACT OF 2013 and PL 20-27, Chapter 8, Title 1 of the Guam Code Annotated relating to the Arts in Public Buildings and Facilities.
30	250418	Core Tech Intl	Jemar Legaspi	Page 4, Section 3(g) – a. Confirm that any "design and construction innovations that enhance the expedited construction schedule and cost efficiencies" must still meet the design, area/space, and program requirements to be considered responsive.	TRMA	Confirmed.
31	250418	Core Tech Intl	Jemar Legaspi	Page 5, Section 3(n) – a. Please define "firm" and identify the types of coverage and coverage limits required.	<del>SSFM</del> <i>GEDA</i>	

32	250418	Core Tech Intl	Jemar Legaspi	Page 7, Performance Issues a. 7(a) - Please confirm if this request relates to construction bond claims and or construction lawsuits involving GovGuam and for what period of time should this cover (5 years/ 10 years, etc.).	DPW/SSFM	(7a) refers to failures to enter into contract or professional services once selected – ??? don't understand the question). Regarding confirmation of types (ie construction bond or construction lawsuits), the RFP request to see all failures without time cut off's as establishing history is important.
33	250418	Core Tech Intl	Jemar Legaspi	Section 6- Experience on Similar Projects; item f.v Proposer's project experience requires information on construction cost. Is this intended to refer to the contract amount of the relevant projects?	DPW/SSFM	Yes. Proposer's experience in building public schools or similar construction in size, price, and scope.
34	250418	Core Tech Intl	Jemar Legaspi	Section 7 - Performance Issues The RFP requires the bidder to provide a claims statement for all resolved or ongoing claims. The 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. This requirement is vague. Please define associated firms" and "personnel" Does this refer to the proposed key personnel (PM, QC, Safety, Sup) or key management personnel of the Proposer?	DPW/SSFM	The Associated Firms are the firms that the proposer is using to showcase the quality of its team. If these firms have claims resolved or ongoing, please include them in your claims statement.  <i>ok - DPW Insurance Requirements</i>
35	250418	Core Tech Intl	Jemar Legaspi	Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.	GEDA/SSFM	
36	250418	Core Tech Intl	Jemar Legaspi	Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide details on the Insurance and Maintenance Fund mentioned in the RFP	GEDA/SSFM	
37	250418	Core Tech Intl	Jemar Legaspi	Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. 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. Please provide details of Section 7.01(b)(ii)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.	GEDA/SSFM	
38	250418	Core Tech Intl	Jemar Legaspi	Reference XXIV Failure to Comply with Instructions, states that "Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions." Please provide the point deductions assigned to each of the items in the instructions that the proposer need to comply with. Without this information, the deductions could be subjective	DPW/SSFM	
39	250418	Core Tech Intl	Jemar Legaspi	Considering the delays in obtaining construction permits, please confirm that: 1) the 730-day time limit is measured from the time all permits and governmental approvals have been obtained or that the NTP will not be issued until the permits/approvals are received	DPW/SSFM	
40	250418	General Pacific Services	Phil Roberto	The RFP states that proposers can deviate from the TRM design if the required spaces provided are per the TRM program. The current TRM program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRM program is now a guideline, and the facility must accommodate 2000 students.	TRMA	
41	250418	General Pacific Services	Phil Roberto	Please confirm as with prior FDDBLM school projects such as the John F. Kennedy High School. The only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.	GEDA/SSFM	Confirmed. Refer to Attachment B, Part E School Population. There will be up to four agreements- Ground Lease, Construction, Leaseback, and Insurance, Operations & Maintenance.
42	250418	General Pacific Services	Phil Roberto	The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposers general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?	GEDA/BBMR	<i>Yes</i>
43	250418	General Pacific Services	Phil Roberto	We would like to request a submission date extension of 30 days.	DPW	
44	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Page iii, RFP TIMELINE. RFP SUBMITTAL DUE DATE The date for submission is set for Friday, May 23, 2025. Can we request a time extension for an additional 60 days to best complete our proposal package?	DPW	

45	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developer's cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.	GEDA/BBMR	The Performance and Payment Bond Form has been attached to this Addendum.  <i>DPW Form</i>
46	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL & ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM "The Proposal Guaranty attached"... for \$3,000,000. Is this the Bid Bond issued by the General Contractor? Who fills out this form and issues this to the Government of Guam: the Finance Developer or the General Contractor?	GEDA/BBMR	The Proposal Guaranty Form has been attached to this Addendum.
47	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Will DPW make available to bidders the CAD files for all disciplines for the current design? This will aid in expediting and efficiency for the proposal process.	DPW	<i>Same as #20</i>
48	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Door Schedule or Door Types—door type is not indicated on the Room Requirement. It is also not indicated on the Concept Drawing.	TRMA	Refer to Attachment B, Part F Design Requirements and Part I Building Shell & system Requirements.
49	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Are H1 or H2 workers allowed on this project?	SSFM	Yes.  <i>Need not letter for FHWA Exemption for H2B workers</i>
50	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Attachment B Section B.3: GDOE Review of 60% Design Development and Final Construction Documents: Is TRMA the design reviewer? How long is the design review period? How many days after the design review comments to conduct the design review meetings?	TRMA	TRMA and TRMA will be reviewing. Maximum 3-week design review period inclusive of the design review meetings.
51	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	The RFP noted that the Proposer shall be responsible for Design. Section VII.3.g of the Instructions for submitting a proposal further noted innovative design that enhances the expedited construction schedule and economic value. Section VII.3.h questions how the Proposer will incorporate the RFP's design references. Design SOW is in Attachment B.	TRMA	No question stated.



52	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Besides the design requirements in Attachment B, can the Proposer provide alternative design solutions to offer betterment or to improve construction or economic value?	TRMA	Confirmed. Refer to Attachment B.
53	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	RFP, Page 1, Section II, TERM AND TIME PERFORMANCE, SUBSECTION 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed. Does this include the TIME for Design and Permitting? If they are not included in the 730 days, how much time is allocated for Design and how much for the Building Permit process? If we get an NTP from DPW to proceed with Demolition Permitting early during the Design Period, does that trigger the 730 days for construction? Note that page B-4 of Section B indicates "a timeline of 730 days for construction and occupancy."	DPW/SSFM	<i>Same Answer</i>
54	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Under Section A, page A-2 The language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the scheduled date of completion. Page 4 of Section A "Supplemental Information" suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period, which would include 30 years from the expected date of completion rather than the date of issuance?	<del>GEDA</del> DPW/SSFM	
55	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Attachment B-6 relates to Hazardous Material Demolition Given the age of the existing SSHS, has GDOE or Gov. Guam conducted hazardous materials studies on the buildings or grounds? If so, will they be provided for the bidders' review and use?	TRMA	Refer to Attachment B-6.
56	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	RFP Structural Narrative References IBC 2021 building code and associated codes (e.g., ACI 318-19). However, the Structural Drawings in the RFP, specifically Sheet S0.1.1 Structural Design Criteria and Notes, indicate design per IBC 2018 and associated codes (e.g., ACI 318-14). Which IBC are we to follow for this project?	TRMA	<i>2019</i>
57	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?	TRMA	No, it is not for vehicle exhaust system. The RFP drawings were issued for general concept design reference only. The DB contractor's DOR must prepare design drawings for contractor's use during bid and construction.
58	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	The background is missing on Sheet E5.11. Please provide an updated sheet.	<del>TRMA</del> SSFM	<i>OK to Provide</i>

59	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	The RFP calls for emergency lighting with integral 90-minute battery backup. Please confirm if remote UL 924 battery inverters can be used instead.	TRMA	Part 9
60	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	The RFP calls for emergency lighting with integral 90-minute battery backup. Please confirm if the emergency generator can be used instead, if it complies with NFPA 110 and NEC requirements for emergency egress power.	TRMA	Part 9
61	250418	Guam Education Financing Foundation III Inc/ Eastern Contractors Corporation /Future World Corporation	James Wilson	The drawings have a mix of CAT6 and CAT6A cabling identified. Telecom cabinets only show CAT6 patch panels. The telecom narrative only refers to CAT6A. Please confirm if horizontal cabling is to be CAT6 or CAT6A.	TRMA	Part 9
62	250418	Core Tech Intl	Jemar Legaspi	The refrigerant listed on the drawings is getting phased out soon, can be the air conditioning systems be changed to the new refrigerant?	TRMA	Yes, HVAC equipment must use the latest approved refrigerant.
63	250418	Core Tech Intl	Jemar Legaspi	Is the design shown in the RFP of the air conditioning system fixed? Or can it be revised?	TRMA	The RFP drawings were issued for general concept design reference only. The DB contractor's DOR must prepare design drawings for contractor's use during bid and construction.
64	250418	Core Tech Intl	Jemar Legaspi	Should the air compressors come with air dryers?	TRMA	Yes. The RFP drawings were issued for general concept design reference only. The DB contractor's DOR must prepare design drawings for contractor's use during bid and construction. <del>TRMA to coordinate with GCC.</del>
65	250418	Core Tech Intl	Jemar Legaspi	Is the ductwork and air devices in the Auditorium fixed? Or can they be changed?	TRMA	The RFP drawings were issued for general concept design reference only. The DB contractor's DOR must prepare design drawings for contractor's use during bid and construction. TRMA: Note that these are subject to the acoustical requirements. Refer to Attachment B-13 Acoustical Design Criteria.
66	250418	Pacific Federal Management	Ken San Nicolas	We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement.	GEDA/BBMR	Yes. Follow the instructions in the RFP.
67	250418	Pacific Federal Management	Ken San Nicolas	During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?	GEDA/BBMR	100% of financing support shall be from GEDA. In addition, the Ma Kahat Act also allows for the new SSHS to be alternatively financed through "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 the approval of I Liheslaturan Guahan." Any departure from the financing authorized in the Makahat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the schedule set forth in the RFP.
68	250418	Pacific Federal Management	Ken San Nicolas	What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?	GEDA/BBMR/S SFM	The Term Sheet Form has been attached to this Addendum.
69	250418	Pacific Federal Management	Ken San Nicolas	Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?	GEDA/BBMR/S SFM	Yes. Follow the RFP.



*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*

*Handwritten signature*

April 24, 2025

30 APR 2025

**Memorandum**

**To:** Vince Arriola, Director  
**From:** John Calanayan, Project Manager  
**Project:** Simon Sanchez High School (730-5-1059-L-YIG)  
**Subject:** Last Day to Submit Questions or Clarifications

Hafa Adai Director Arriola,

Please find attached the official minutes, agenda, sign-in sheets and photos from the:

**Last Day to Submit Questions or Clarifications** on Friday April 18, 2025, 1600 at the Contract Administration Technical Services, Ground Floor, TMC Building, DPW

These minutes have been reviewed and are submitted for your procurement records and any necessary action or archiving. Should there be any questions or clarifications required, please do not hesitate to reach out.  
Thank you.

Best regards,

**John Calanayan**  
**Project Manager, DPW**

**Last day to Submit Questions or Clarifications**

**Friday, April 18, 16:00**

**Contract Administration Technical Services, Ground Floor, TMC Building, DPW**

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<b>Agenda</b>	<b>1</b>
<b>Minutes</b>	<b>2</b>
<b>Sign In Sheets</b>	<b>3</b>
<b>Photos</b>	<b>4</b>
<b>RFI</b>	<b>5</b>

**Last day to Submit Questions or Clarifications**

**Friday, April 18, 16:00 PM**

**Contract Administration Technical Services, Ground Floor, TMC Building, DPW**

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- I. Site Visit Record: Submission of Questions or Clarifications
  - a. Participants/Witnesses:
    - JC (DPW) – Confirmed receipt of questions via email at 4:00 PM
    - ET (DPW)
    - GLG (SSFM)
    - LL (SSFM)

\*\*\*\*

**UPCOMING MILESTONES**

- **Wednesday, April 30 , 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, June 3 :** Convene RFP Evaluation Committee
- **Wednesday, June 4:** Thursday, June 5 : Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

**DOCUMENT:** DPW/SSFM Last Day to Submit Questions or Clarifications Minutes

**LOCATION:** Contract Administration Technical Services, Ground Floor, TMC Building, DPW

**DATE:** Friday, April 18, 2025

**TIME:** Start: 16:00 End: 16:10

**ATTENDEES:**

Organization	Name	Initials
DPW	John Calanayan	JC
DPW	Erica Taitano	ET
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

**Last day to Submit Questions or Clarifications**

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  - ET (DPW)
  - GLG (SSFM)
  - LL (SSFM)

LL (SSFM) and GLG (SSFM) arrived at DPW and waited in the conference room with ET (DPW) and JC (DPW) until 16:00. At 16:02, LL (SSFM) and ET (DPW) accessed JC's (DPW) email from his office. ET (DPW) opened the email while LL (SSFM) took photographs of both the "Inbox" and "Junk/Spam" folders. The Inbox was photographed at 16:04, followed by the Junk/Spam folder at 16:05.

Total RFI 71 questions from 8 companies

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April 24, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

***Project Coordinator***



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

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



*Director*  
**LINDA J. IBANEZ**  
*Deputy Director*  
**ERNEST G. CANDOLETA JR.**  
*Deputy Director*

### ATTENDANCE SHEET

PROJECT: NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/ CAPITAL MAINTENANCE (FDDBLM)  
PROJECT No.: 730-5-1059-L-YIG  
SUBJECT: SIMON SANCHEZ HIGH SCHOOL LAST DAY OF TO SUBMIT QUESTIONS OR CLARIFICATIONS  
PLACE : CONTRACT ADMINISTRATION TECHNICAL SERVICES, GROUND FLOOR, TMC BUILDING, DPW  
DATE & TIME: FRIDAY, APRIL 18, 2025, 1600 PM

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	Kila Ludwig		SSFM	671 788 8320	lludwig@ssfm.com
2	Glenn Leon Guerrero		SSFM	671 488 1323	gguerrero@ssfm.com
3	JOHN CALANAYAN		DPW	671 646 3189	JOHN.CALANAYAN@DPW.GUAM.GOV
4	ERICA TAITANO		DPW	671-646-3104	erica.taitano@DPW.guam.gov
5					
6					
7					



Inbox (4,994) - john.calanayan@...

mail.google.com/mail/u/0/?tab=rm&ogbl=inbox

To get future Google Chrome updates, you'll need Windows 10 or later. This computer is using Windows 8.1.

Gmail

Compose

Inbox 4,994

Starred

Snoozed

Sent

Drafts 4

More

Labels

Archived Mail - Public W...

Inbox 626

Sent Items

Migrated All Mail 2

Priority

Search mail

Ken, me 2

Jemar, me, Alon 12

Erica, me 5

Lola Leon Guerrero, 2

Mon, me, Christine 12

James, Leila, me 5

Leila Ludwig

Phil, Leila, me 5

Anakisa O. Evangelis

Leila, Lester 3

James Wilson

noelke, me 3

Erica, Katherine J

NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG - Is Ken, confirming receipt of your email

NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG - Thank you. Regards, Alon M. Elamparo 388 S. Marine Corps Drive Suite 400, Tamuning, Guam

CTI RFI 02 04 1... Image001.png CTI RFI 01 04 1...

Timmy Gonzaga leave status - Yes, please do.

Fwd: Mean High Mark Campaign - Flood Warnings - Hafa Aoi John. Attached is the size of the post and signs. Matt will get the specs for the spacing for the 36 x 36 sign. On 5/...

image.png image.png 0357-74HEV Bu...

DQAG/FSRD PHU: Progress Submittal - Hafa Aoi All, I am available next week Wednesday, April 23 and Friday, April 25th. - Si Yu as Ma 30e. From: Mon Aguilar <mon@anarchite...

image001.png image003.png Outlook - fvsytr...

Simon Sanchez HS RFP RFIs - Forwarded message - From: James Wilson <james@112capital.com> Date: Fri, Apr 18, 2025 at 9:53 AM Subject: Simon Sanchez H...

RFI for SSHS RF...

SSHs RFI Mtg - NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unrec...

NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG - Forwarded message - From: Phil Roberto <roberto.phil@gmail.com> Date: Fri...

Request for Cla...

Request for updates for on-going projects - DMA - Good afternoon DPW Team, May we please get an update on the projects listed below? 1. Bldg 100 Modernization 2. Bldg 10...

250418 | SSHS RFI Log - @Lester Carlson Absolutely! that sounds like a great idea. I'll be sending detailed invitations for next week shortly. w/ Leila Ludwig | Project Coordinator

image002.png SSHS Logs...

GEFF RFI - Mr. Calanayan, I wanted to confirm that you received my earlier email this morning with the RFIs for SSHS? Please advise. - JAMES R. (JAMES) WILSON Managing

Request for Clarifications Simon Sanchez High School - Forwarded message - From: erioelke@financialsolutionsgn.com Date: Fri, Apr 18, 2025 at 11:09 AM S...

Registration and access to Xerox - Erica, good morning. Click on "Create one new" hyperlink to begin the process of creating your log-in credentials. You can review the FAQ a...

image007.png image.png





On Tue, Apr 8, 2025 at 2:51 PM Jacinto Paguigan <[JPaguigan@jmoderntech.com](mailto:JPaguigan@jmoderntech.com)> wrote:

Dear Mr. Calanayan,

Hafa adai, we are respectfully requesting for  
standard template to be used for this project,

Project no. 730-5-1059-L-YIG  
NEW SIMON SANCHEZ HIGH SCHOOL

Please confirm receipt of this email.

Thank you.

Best Regards,

Jacinto Paguigan  
J&B Moderntech

From: **Jacinto Paguigan** <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)>  
Date: **Wed, Apr 9, 2025 at 9:44 AM**  
Subject: RE: Project no. 730-5-1059-L-YIG  
To: John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>  
Cc: Gene Bangayan <[GeneBangayan@jbmoderntech.com](mailto:GeneBangayan@jbmoderntech.com)>

John,

Thank you, I also want to follow-up our previous request for a copy of attendance sheet during pre-bid conference and site visit.

Please confirm receipt of this email.

Thank you and best regards,

Jacinto

J&B Moderntech

From: Jamielynn P. Zamora <[jamielynn.zamora@gu.g4s.com](mailto:jamielynn.zamora@gu.g4s.com)>

Date: Thu, Apr 10, 2025 at 7:57 AM

Subject: Project No. 730-5-1059-L-YIG New Simon Sanchez High School-Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance (FDDDBLM)

To: <[john.calanayan@dow.guam.gov](mailto:john.calanayan@dow.guam.gov)>, Sales <[sales@gu.g4s.com](mailto:sales@gu.g4s.com)>

Hafa Adai and Good Afternoon,

Please see attached Professional Letter for below.

--

Si Yu'us Ma'ase Yan Na Sâfu Hao (Thank you and stay safe) ,

*Jamielynn Zamora*

*Bid Coordinator / Quality Control*

G4S Secure Solutions (Guam), Inc.

J&G Commercial Plaza

Bldg B, Suite 101

130 East Marine Corps Dr

Hågatña, Guam 96910

Office: +1 (671) 646-2307

Fax: +1 (671) 649-7245

G4S, An Allied Universal © Company

[www.g4s.com](http://www.g4s.com)

[https://lh5.googleusercontent.com/ocQNYZBnZ7S43A25TwFnSFDtVaMmdJM9x9\\_yfe6RdUjpc6U1zIE5RSmVlh9ZOV538R53s0eM8aeXnX3EZbPdc1aK0\\_OGJ1jeB6nSY0foMsG6Tp3GtaHxam6kqCJJ5deElyAMuYKzhjl\\_w-DDO9w](https://lh5.googleusercontent.com/ocQNYZBnZ7S43A25TwFnSFDtVaMmdJM9x9_yfe6RdUjpc6U1zIE5RSmVlh9ZOV538R53s0eM8aeXnX3EZbPdc1aK0_OGJ1jeB6nSY0foMsG6Tp3GtaHxam6kqCJJ5deElyAMuYKzhjl_w-DDO9w)



G4S Security Systems (Guam), Inc.

J&G Commercial Plaza, Bldg. B, Suite 101  
130 East Marine Corps Drive  
Hagatna, Guam 96910  
Tel: +1 (671) 646-2307 / 477-1210  
Fax: +1 (671) 646-2755  
Email: guam@gu.g4s.com

April 9, 2025

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

**Delivered by Email:**

[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)

Attention: Project No. 730-5-1059-L-YIG New Simon Sanchez High School-Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance (FDDDBLM)

Subject: Request for Registered Bidders

Ref: Project No. 730-5-1059-L-YIG New Simon Sanchez High School-Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance (FDDDBLM)

Hâfa Adai Department of Public Works ,

G4S is requesting a copy of the potential registered bidders listing for Project No. 730-5-1059-L-YIG New Simon Sanchez High School-Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance (FDDDBLM).

An ALLIED UNIVERSAL Company

Thank you for your assistance,

Jamielynn Zamora  
Bid Coordinator & Quality Control



On Thu, Apr 10, 2025 at 3:25 PM Jacinto Paguigan <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)> wrote:

Dear Mr. Calanayan,

Please see attached our RFI for the proposed project mentioned below,

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

Project name: New Simon Sanchez High School

Please confirm upon receipt.

Your immediate response is greatly appreciated.

Thank you,

Jacinto Paguigan

J&B Moderntech



**J&B MODERN TECH**  
**HVAC&R EQUIPMENTS AND SUPPLIES**

P.O. BOX 9788 TAMUNING, GUAM, U.S.A. 96931  
TELEPHONE: (671) 646-0588 / 646-3346 / 646-4435  
FAX: (671) 646-0589

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

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

**REQUEST FOR INFORMATION (RFI)**

RFI no.	Description	Response
1	Can this project be self-finance without the bonding from GEDA?	
2	If self-finance does the RFP continues?	
3	If self-finance what will be the requirements?	



From: **Tiffani Lee Cruz** <[leecruz@easternpacificec.com](mailto:leecruz@easternpacificec.com)>

Date: Wed, Apr 16, 2025 at 3:45 PM

Subject: PROJECT No. 730-5-1059-L-YIG - SSHS EPEC RFI 01

To: [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov) <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Cc: Philip Park <[philip.park@easternpacificec.com](mailto:philip.park@easternpacificec.com)>, Albert Lavadia <[ALavadia@easternpacificec.com](mailto:ALavadia@easternpacificec.com)>,

Henson Paranada <[HParanada@easternpacificec.com](mailto:HParanada@easternpacificec.com)>, Ian Lorenz <[ILorenz@easternpacificec.com](mailto:ILorenz@easternpacificec.com)>,

Timothy Joo <[tjoo@easternpacificec.com](mailto:tjoo@easternpacificec.com)>

Good afternoon Mr. John,

Please see attached RFI for your coordination. We look forward to your response.

Thank you.

Best Regards,

PROJECT No. 730-5-1059-L-YIG  
**SIMON SANCHEZ HIGH SCHOOL**

EPEC RFI 01:

On behalf of our team, I would like to respectfully request an extension of the proposal submission deadline for the New Simon Sanchez High School (FDDBLM) RFP, Project No. 730-5-1059-L-YIG.

Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial partners, and prepare a fully compliant and competitive proposal package.

We kindly ask that the deadline currently set for Friday, May 23, 2025, be extended by at least **ONE Month**, if possible. This will help ensure higher quality submissions and broader participation from qualified entities.

We sincerely appreciate your consideration of this request and remain fully committed to the success of this important project for the Government and people of Guam.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

EPEC Team

From: <[aperez@pacificsolarquam.com](mailto:aperez@pacificsolarquam.com)>  
Date: Thu, Apr 17, 2025 at 2:30 PM  
Subject: SSHS Bid  
To: <[john.calanayan@dpw.quam.gov](mailto:john.calanayan@dpw.quam.gov)>

Hello John,

I was at DPW earlier today requesting for all companies bidding for the Simon Sanchez high school project. Erica has informed me that I would need to contact you by email to obtain the list of bidders. We are preparing the solar portion of the bid for a few companies that have requested our services. Please let me know if you have questions.

Thank you,

From: **Jemar Legaspi** <[jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)>

Date: Thu, Apr 17, 2025 at 7:54 PM

Subject: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: John Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Cc: Alon Elamparo <[alon.elamparo@coretechintl.com](mailto:alon.elamparo@coretechintl.com)>

Hi Mr. Calanayan,

On behalf of Core Tech, please find attached the list of questions (**33 questions**) for the subject bid.

Please acknowledge receipt at your earliest convenience.

Thank you.

B/R,

**Jemar Legaspi**

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

[www.coretechintl.com](http://www.coretechintl.com) | Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5464 | Email: [jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)

Project: Simon Sanchez High School (FDDBLM)

Core Tech International

CTI RFI No	RFI Set	Submitted	Gov Q&A #	Questions
1	001	17-Apr-2025		Sheet E2.6 – Solar PV Schematic Diagram indicates that the inverter is specified as 480V single phase. However, based on our market research and consultations with manufacturers, we have been unable to locate any commercially available string inverters with a 480V single phase configuration. This voltage is typically available only in a three-phase setup. We respectfully request that the government provide the name of an inverter brand, vendor, or manufacturer capable of supplying a 480V single phase string inverter to meet the project requirements.
2	001	17-Apr-2025		Reference to Attachment B part D Project Scope, item 1.m Photovoltaic. 1.Please confirm the buildings to have photovoltaic as shown in electrical drawing sheet E2.6 are only: 1.1Gymnasium Building 1.2Administration Building 1.3Auditorium Building 1.4Cafeteria Building 2.Please clarify what the markings "PV PANEL LOCATION" on the roof of buildings are for. 2.1B-Wing Roof Plan drawing sheet A4.3 2.2A-Wing Roof Plan drawing sheet A4.5 2.3C-Wing Roof Plan drawing A4.6 (at 6 locations) 2.4Credit Recovery Roof Plan drawing A4.7
3	001	17-Apr-2025		Upon review of the plumbing drawings, we noted that several blow-up detail references are shown on the plans; however, the corresponding detailed drawings themselves are not included or cannot be located within the drawing set. For example, the following details are referenced but appear to be missing: P3.31-1 (RW-Z3), P6.02-1 (RW-Z2), P6.04-1 (RW-Z4), etc.  Kindly advise if these detailed drawings will be provided under a future amendment?
4	001	17-Apr-2025		Reference Attachment 9 (Price Proposal and Addenda Acknowledgement of Receipt Form) states: <i>"The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million."</i> We were unable to locate a template or format for the Proposal Guaranty in the RFP documents. Kindly provide the required form as referenced.
5	001	17-Apr-2025		Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.

6	001	17-Apr-2025	<p>Reference: Attachment B-12 Section 2 Furniture, Fixtures &amp; Equipment (FFE) List and Section 3 Room FFE Inventory</p> <p>1. Section 2 listed Furniture, Fixtures and Equipment with descriptions but does not have quantity. Please clarify and provide quantity for pricing reference.</p> <p>2. Section 3 Room FFE Inventory has description, quantity per room and total quantity. Please clarify what is this inventory. Is it inventory of existing FFE on existing Simon Sanchez High School for salvaging?</p> <p>3. Please provide a clear list with quantity of FFE to be included in pricing</p>
7	001	17-Apr-2025	<p>Reference: Drawings A5.21 &amp; A6.14, These drawings appear to show two pieces of equipment that resemble vehicle lifts; however, they are not listed in Attachment B-12 (Furniture, Fixtures &amp; Equipment) or drawing sheet A8.18 and A8.19</p> <p>1. Please confirm the identity of these two pieces of equipment and provide capacity requirement.</p> <p>b. Please confirm whether these are included as built-in equipment.</p>
8	001	17-Apr-2025	Reference: Attachment B-12, Section 3, Room FFE Inventory, page 26 of 23, shows 1/2 ton capacity portable crane, but it was not shown on the drawing. Please confirm the location.
9	001	17-Apr-2025	The schedule in the RFP allocates 730 days for construction of the new Simon Sanchez School but does not mention any allocation for design time. The 730 days is adequate for the construction period but if you add in design and permitting it does not give the design-builder adequate time for completion of the project. Is there additional time allocated for the design phase of the project.
10	001	17-Apr-2025	<p>Reference Drawings A8.18 FF&amp;E Schedule and A8.19 FF&amp;E Schedule</p> <p>1. The table shows the FF&amp;E Schedule and column identifying GC/OFCI and OFOI; however, several rows appear misaligned and do not match the table gridlines. Kindly provide a revised FF&amp;E Schedule with proper alignment and formatting for clarity.</p> <p>2. The provided schedule does not have any quantity. Please provide the quantity of FF&amp;E to be included in pricing.</p> <p>3. Some FF&amp;E items are listed but are not marked as either GC/OFCI or OFCI. Please clarify.</p>
11	001	17-Apr-2025	<p>Reference to Attachment B12 Section 2 Furniture, Fixtures &amp; Equipment (FFE) List and Drawing sheet A8.18 FF&amp;E Schedule and A8.19 FF&amp;E Schedule</p> <p>Both documents pertain to FF&amp;E but do not match. Some FF&amp;E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify</p>
12	001	17-Apr-2025	Please provide liquidated damages calculation.
13	001	17-Apr-2025	Landscape drawing Irrigation Note #3, on sheet L2.0, requires the contractor to submit within 30 days after award 6 copies of "detailed scaled drawings and wiring diagrams", please note that this is a design-build and requires ample time to design. Please consider removing this 30 days submission date within award.
14	001	17-Apr-2025	Will the government provide the CADD native format of the TRMA design to the successful offeror? This will greatly assist the A&E team in expediting their work and ensuring project efficiency.
15	001	17-Apr-2025	How much of the percentage of the RFP design drawings can be used by successful offeror?
16	001	17-Apr-2025	<p>Reference to Part F Design requirements 2. Demolition and specification section 02050 Demolition and Removal</p> <p>1. Item d, of part F design requirements 2. Demolition, requires salvage items and relocate as identified in the programming document design. Please identify which document list the salvage items.</p> <p>2. Spec section 02050 Part 3 paragraph H Salvage - please identify and list items to be salvaged and where the salvage items to be delivered.</p>
17	001	17-Apr-2025	Can the 'as-built' civil and structural drawing or any other available as-built drawings for the existing structures, please be made available?

18	001	17-Apr-2025	Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made available?
19	001	17-Apr-2025	Can any investigational finding including borehole logs associated with the existing structures please be made available?
20	001	17-Apr-2025	Can the building assessment or forensic engineering report on the closure of the existing structures please be made available?
21	001	17-Apr-2025	<p>1.FINANCING SCOPE OF WORK (ATTACHMENT A)</p> <p>a.Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an Issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party Issuer</p> <p>b.Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance &amp; Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island)</p> <p>c.Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE.</p> <p>d.Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE – one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still be in effect, and 2) may be extended up to 10 years beyond the original term in the event that an event of non-appropriation/non-payment occurs</p>
22	001	17-Apr-2025	<p>Page 2, VI. Proposal Submittal</p> <p>a.Please define "Term Sheet and Price Proposal"</p> <p>b.What is the purpose of the Term Sheet?</p> <p>c.Are these two different documents?</p> <p>d.What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc.</p> <p>e.Is the term sheet a binding agreement?</p> <p>f.Price proposal – what terms and information are required to be contained in the price proposal.</p>
23	001	17-Apr-2025	Page 3, Section 3 – Please identify the subsequent / relevant public
24	001	17-Apr-2025	<p>Page 4, Section 3(g) –</p> <p>a.Confirm that any "design and construction innovations that enhance the expedited construction schedule and cost efficiencies" must still meet the design, area/space, and program requirements to be considered responsive.</p>
25	001	17-Apr-2025	<p>Page 5, Section 3(n) –</p> <p>a.Please define "firm" and identify the types of coverage and coverage limits required.</p>

26	001	17-Apr-2025	<p>Page 7, Performance Issues</p> <p>a.7(a) - Please confirm if this request relates to construction bond claims and or construction lawsuits involving GovGuam and for what period of time should this cover (5 years/10 years, etc.).</p>
27	001	17-Apr-2025	<p>Section 6- Experience on Similar Projects; item f.v</p> <p>Proposer's project experience requires information on construction cost. Is this intended to refer to the contract amount of the relevant projects?</p>
28	001	17-Apr-2025	<p>Section 7 - Performance Issues</p> <p>The RFP requires the bidder to provide a claims statement for all resolved or ongoing claims. The 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. This requirement is vague. Please define associated firms" and "personnel" Does this refer to the proposed key personnel (PM, QC, Safety, Sup) or key management personnel of the Proposer?</p>
29	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.</p>
30	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>Please provide details on the Insurance and Maintenance Fund mentioned in the RFP</p>
31	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>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. Please provide details of Section 7.01(b)(ii)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.</p>
32	001	17-Apr-2025	<p>Reference XXIV Failure to Comply with Instructions, states that <i>"Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions."</i></p> <p>Please provide the point deductions assigned to each of the items in the instructions that the proposer need to comply with. Without this information, the deductions could be subjective</p>
33	001	17-Apr-2025	<p>Considering the delays in obtaining construction permits, please confirm that: 1) the 730-day time limit is measured from the time all permits and governmental approvals have been obtained or that the NTP will not be issued until the permits/approvals are received</p>



From: **Phil Roberto** <[roberto.phil@gmail.com](mailto:roberto.phil@gmail.com)>

Date: Fri, Apr 18, 2025 at 1:08 PM

Subject: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Please see the attached questions and request for clarification relating to the  
NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

These questions are being submitted by General Pacific Services, LLC and CapFA.



April 17, 2025

John Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Administration Technical Services Office  
Ground Floor, TMC Building  
542 North Marine Corps Drive  
Tamuning, Guam 96913

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

Mr. Calanayan,

Please see the questions below regarding the above solicitation:

1. The RFP states that proposers can deviate from the TRM design if the required spaces provided are per the TRM program. The current TRM program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRM program is now a guideline, and the facility must accommodate 2000 students.
2. Please confirm as with prior FDDBLM school projects such as the John F. Kennedy High School. The only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.
3. The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposers general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?

4. We would like to request a submission date extension of 30 days.

Regards,

*Philip Roberto*

Philip Roberto  
General Manager

**Operations:**

265 Mamis Street; Tamuning, Guam 96913  
Phone: 671-646-2267/1925 Fax: 671-649-0120

**Accounting Office:**

4626 SE 85th Street; Berryton, Kansas 66409  
Phone: 785-836-3411 Ext. \*# Fax: 785-836-3341

From: **Jemar Legaspi** <[jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)>

Date: **Fri, Apr 18, 2025 at 3:12 PM**

Subject: Re: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Cc: Alon Elamparo <[alon.elamparo@coretechintl.com](mailto:alon.elamparo@coretechintl.com)>

Hi John,

On behalf of Core Tech, please find attached RFI List Set 2.

Kindly confirm receipt at your earliest convenience.

Thank you

B/R

Jemar Legaspi

Get [Outlook for Android](#)

Project: Simon Sanchez High School (FDDBLM)

Core Tech International (RFI\_02)

CTI RFI No	RFI Set	Submitted	Gov Q&A #	Questions
34	002	04/18/2025		The refrigerant listed on the drawings is getting phased out soon, can be the air conditioning systems be changed to the new refrigerant?
35	002	04/18/2025		Is the design shown in the RFP of the air conditioning system fixed? Or can it be revised?
36	002	04/18/2025		Should the air compressors come with air dryers?
37	002	04/18/2025		Is the ductwork and air devices in the Auditorium fixed? Or can they be changed?

From: **James Wilson** <[jamie@k12capital.com](mailto:jamie@k12capital.com)>  
Date: Fri, Apr 18, 2025 at 9:53 AM  
Subject: Simon Sanchez HS RFP RFIs  
To: [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov) <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Dear Mr. Calanayan,

Please find attached a letter with numerous RFIs relating to the New Simon Sanchez High School FDDBLM Project No 730-5-1059-L-YIG

Sincerely,

James R. (Jamie) Wilson

**Guam Education Financing Foundation**

James R. (Jamie) Wilson  
3340 Peachtree Road, NE  
Suite 1780  
Atlanta, Georgia 30326  
(770) 538-1803 - Office  
(404) 285-3843 - Mobile

[jamie@k12capital.com](mailto:jamie@k12capital.com)

**GUAM EDUCATION FINANCING FOUNDATION III INC.**

**3340 PEACHTREE ROAD, NE**

**SUITE 1780**

**ATLANTA, GEORGIA 30326**

April 18, 2025

Sent via Email to [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)

Mr. John F. Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Contract Administration Technical Services Office  
TMZ Building

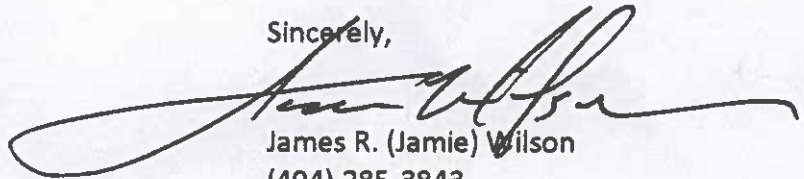
Re: New Simon Sanchez High School FDDBLM Project No. 730-5-1059-L-YIG

Dear Mr. Calanayan:

On behalf of Guam Education Financing Foundation III and our contracting partners, Eastern Contractors Company and Future World Corporation please find outlined on Exhibit A below RFIs related to the above captioned RFP.

We look forward to receiving your responses.

Sincerely,



James R. (Jamie) Wilson

(404) 285-3843

[jamie@k12capital.com](mailto:jamie@k12capital.com)

**Submitted by the Team of GEFF3, Eastern Contractors Corporation and Future World Corporation**

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**RFI #1** Page iii, RFP TIMELINE, RFP SUBMITTAL DUE DATE. The date for submission is set for Friday, May 23, 2025. Can we request a time extension for an additional 60 days to best complete our proposal package?

**RFI #2:** Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND. The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developers cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.

**RFP #3:** REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL & ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM. "The Proposal Guaranty attached"... for \$3,000,000. Is this the Bid Bond issued by the General contractor? Who fills out this form, and issues this to the Government of Guam: the Finance Developer or the General Contractor?

**RFI #4:** General Question: Will DPW make available to bidders the cad files for all disciplines for the current design. This will aid in expediting and efficiency for the proposal process.

**RFI #5:** Architectural Drawings. Door Schedule or Door types, Door Type is not indicated on the Room Requirement. It is not also indicated on the Concept drawing

**RFI #6:** General: Are H1 or H2 workers allowed on this project.

**RFI #7:** Attachment B Section B.3: GDOE Review of 60% Design Development and Final Construction Documents:

- Is TRMA the design reviewer?
- How long is the design review period?
- How many days after the design review comments to conduct the design review meetings?

**RFI #8:** The RFP noted that the Proposer shall be responsible for Design. Section VII.3.g of the Instructions for submitting a proposal, the RFP further noted innovative design that enhances the expedited construction schedule and economic value. Section VII.3.h question how the Proposer will incorporate the RFP's design references. Design SOW is in the Attachment B.

**Question:** Besides the design requirements in the Attachment B, can the Proposer provide alternative design solutions to provide betterment or to improve construction or to improve economic value?

**RFI #9** RFP, Page 1, Section II, TERM AND TIME PERFORMANCE, SUBSECTION 1). Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed. Does this include the TIME for Design and Permitting. If they are not included into the 730 days, how much time do we get for the Design and how much time do we get for the Building Permit process? If we get an NTP from DPW to proceed with Demolition Permitting early during the Design Period does that trigger the 730 days for construction? Note that page B-4 of Section B indicates "a timeline of 730 days for construction and occupancy".

**REF #10** Under Section A, page A-2 the language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the date of schedule date of completion. Page 4 of Section A "Supplemental Information suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period which would include 30 years from the expected date of completion rather than the date of issuance?

**RFI #11** Attachment B-6 relates to Hazardous Material Demolition. Given the age of the existing SSHS has GDOE or Gov. Guam conducted hazardous materials studies on the buildings or grounds. If so, will they be provided for the bidders review and use?

**RFI #12** RFP Structural Narrative references IBC 2021 building code and associated codes (i.e. ACI 318-19). However, the Structural Drawings in the RFP, specifically Sheet S0.1.1 Structural Design Criteria and Notes, indicate design per IBC 2018 and associated codes (i.e. ACI 318-14). Which IBC are we to follow for this project?

**RFI #13** Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?

**RFI # 14** The background is missing on sheet E5.11. Please provide updated sheet.

**RFI #15** The RFP calls for emergency lighting with integral 90 minute battery backup. Please confirm if remote UL 924 battery inverters can be used instead.

**REF #16** The RFP calls for emergency lighting with integral 90 minute battery backup. Please confirm if the emergency generator can be used instead, if it complies with NFPA 110 and NEC requirements for emergency egress power.

**RFI #17** The drawings have a mix of CAT6 and CAT6A cabling identified. Telecom cabinets only show CAT6 patch panels. The telecom narrative only refers to CAT6A. Please confirm if horizontal cabling to be CAT6 or CAT6A.



From: John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Date: Fri, Apr 18, 2025 at 4:04 PM

Subject: Re: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: Ken San Nicolas <[ken.sn@pfmguam.com](mailto:ken.sn@pfmguam.com)>

Cc: Rob Salas <[rob.salas@pfmguam.com](mailto:rob.salas@pfmguam.com)>, Lacey Guerrero <[lacey.guerrero@lmsfm.com](mailto:lacey.guerrero@lmsfm.com)>

hi Ken,

confirming receipt of your email

On Fri, Apr 18, 2025 at 3:57 PM Ken San Nicolas <[ken.sn@pfmguam.com](mailto:ken.sn@pfmguam.com)> wrote:

I have a couple of questions regarding the upcoming project:

1. We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement. )
2. During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?
3. What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?
4. Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?

--

Ken San Nicolas  
Business Development, Marketing and Public Relations  
Pacific Federal Management, Inc.  
202 Hilton Road Unit 7  
Tumon, Guam 96913  
(671) 688-8705

**DOCUMENT:** DPW SSFM Addendum I Final Review  
**LOCATION:** DPW Directors Office  
**DATE:** Friday, April 25, 2025  
**TIME:** Start: 1100 End: 1145

**ATTENDEES:**

Organization	Name	Initials
DPW	Vince Arriola	VA
SSFM	Joe Duenas	JD
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

**DPW SSFM ADDENDUM I FINAL REVIEW**

Friday, April 25, 2025, 11:00

DPW Directors Office

- 
- I. CALL TO ORDER  
1100 called to order by VA (DPW)
- II. UNFINISHED BUSINESS
- a. Addendum I Final Draft Review
- The attached Draft Addendum I was reviewed in detail during the meeting.
  - As part of the review process, VA (DPW), provided specific feedback. The requested revisions include formatting corrections to ensure consistency and clarification of language.
  - Following this review, VA (DPW) confirmed that all necessary revisions have been incorporated, and the draft now meets the agency's expectations. Accordingly, VA (DPW) has formally approved the revised Draft Addendum I.
- III. NEXT MEETING  
April 25, 2025, 1600 DPW Directors Office for the Addendum I Send Off to Tom Keeler (Office of the Attorney General)
- IV. ADJOURN  
1145

\*\*\*\*\*

**UPCOMING MILESTONES**

- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm,** Vetting Proposals
- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 03 :** Convene RFP Evaluation Committee
- **Wednesday, June 04 to Thursday, June 05 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

**ACTION ITEMS:**

Description	Responsible Person	Due Date
Send DPW Approved Addendum I to Donna Herrero (DPW) for routing to Tom Keeler (OAG)	Leila Ludwig	250425

May 6, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

*Project Coordinator*

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**250425 SSHS Addendum - Final Review**

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

Fri, Apr 25, 2025 at 4:35 PM

To: Tom Keeler &lt;tkeeler@oagguam.org&gt;, "tpkeeler@gmail.com" &lt;tpkeeler@gmail.com&gt;

Cc: Vince Arriola &lt;vince.arriola@dpw.guam.gov&gt;, Linda Ibanez &lt;linda.ibanez@dpw.guam.gov&gt;, John Calanayan &lt;john.calanayan@dpw.guam.gov&gt;

Hi Tom,

Please find the attached document for your legal review. Please acknowledge receipt of this email and attachment.

Thank you,  
Donna Herrero,  
Private Secretary  
Department of Public Works  
(671)647-5055



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**250425 SSHS Addendum I - Final Review.pdf**  
5556K

4.29.25 10:37a  
Recd from Director  
Final Add No. 1



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*



April 25, 2025  
**NEW SIMON SANCHEZ HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK & INSURE/  
CAPITAL MAINTENANCE (FDDBLM)**

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

**ADDENDUM NO. (1)**

This addendum shall form part of the RFP documents. Failure by a Proposer to acknowledge receipt of this addendum shall be grounds for disqualification.

**J&B MODERN TECH- Jacinto Paguigan**

***RFI #1: This template is for "Request for Information" (RFI) that the bidders will be using for queries.***

***Response: Send the RFI with your letterhead and send it in word format, Word format so it's easier to respond.***

***RFI #2: Thank you, I also want to follow-up our previous request for a copy of attendance sheet during pre-bid conference and site visit.***

***Response: Provided, see attached.***

***RFI #3: Can this project be self-financed without the bonding of GEDA?***

***Response: The Ma Kåhat Act allows for the new SSHS to be alternatively financed through "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 the approval of I Liheslaturan Guahan." Any departure from the financing authorized in the Ma Kåhat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing, this will set the project completion back and disrupt the schedule set forth in the RFP. Refer to attached template. A letter of credit or other such supporting documentation of an alternative funding source **MUST** accompany any such alternative financing proposal.***

***RFI #4: If self-financed does the RFP continue?***

**Response:** If self-financed, the RFP must continue as the criteria for selection involves more than the financing element (see evaluation criteria). A letter of credit or other such supporting documentation of an alternative funding source **MUST** accompany any such alternative financing proposal.

***RFI #5: If self-financed, what will be the requirements?***

**Response:** First, a demonstration that the alternative financing will better serve the People of Guam, second and more importantly that the alternative financing is viable and available throughout the construction period. Finally, the alternative financing must meet the Shall Not Exceed Amount described in the Ma Káhat Act. A letter of credit or other such supporting documentation of an alternative funding source **MUST** accompany any such alternative financing proposal.

**EAST PACIFIC ENGINEERING & CONSTRUCTION- Tiffani Lee Cruz**

***RFI #1: Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial. Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial partners, and prepare a fully compliant and competitive proposal package. partners, and prepare a fully compliant and competitive proposal package. We kindly ask that the deadline currently set for Friday, May 23, 2025, be extended by at least ONE Month, if possible. This will help ensure higher quality submissions and broader participation from qualified entities. We sincerely appreciate your consideration of this request and remain fully committed to the success of this important project for the Government and people of Guam.***

**Response:** An extension will **NOT** be provided. The procurement notice exceeds the requirements under Guam Procurement Law.

## **CORE TECH INTERNATIONAL- Jemar Legaspi**

**RFI #1:** Sheet E2.6 – Solar PV Schematic Diagram indicates that the inverter is specified as 480V single phase. However, based on our market research and consultations with manufacturers, we have been unable to locate any commercially available string inverters with a 480V single phase configuration. This voltage is typically available only in a three-phase setup. We respectfully request that the government provide the name of an inverter brand, vendor, or manufacturer capable of supplying a 480V single phase string inverter to meet the project requirements.

**Response:** Refer to RFP Attachment B-parts B and G.

**RFI #2:** Reference to Attachment B part D Project Scope, item 1.m Photovoltaic.

1.1 Please confirm the buildings to have photovoltaic as shown in electrical drawing sheet E2.6 are only:

- 1.1 Gymnasium Building
- 1.2 Administration Building
- 1.3 Auditorium Building
- 1.4 Cafeteria Building

**Response:** Confirming that photovoltaic systems will be provided at the Gymnasium, Administration, Auditorium and Cafeteria Buildings. PV Panel Locations indicated on architectural roof plans are intended to identify potential locations for PV Panel Systems on the building. Electrical design requirements will determine the final PV system locations. Refer to RFP Attachment B-parts B and G.

**RFI #2:** Please clarify what the markings "PV PANEL LOCATION" on the roof of buildings are for:

- 2.1B-Wing Roof Plan drawing sheet A4.3
- 2.2A-Wing Roof Plan drawing sheet A4.5
- 2.3C-Wing Roof Plan drawing A4.6 (at 6 locations)
- 2.4Credit Recovery Roof Plan drawing A4.7

**Response:** Confirming that photovoltaic systems will be provided at the Gymnasium, Administration, Auditorium and Cafeteria Buildings. PV Panel Locations indicated on architectural roof plans are intended to identify potential locations for PV Panel Systems on building. Electrical design requirements will determine the final PV system locations. Refer to RFP Attachment B-parts B and G.

**RFI #3:** Upon review of the plumbing drawings, we noted that several blow-up detail references are shown on the plans; however, the corresponding detailed drawings themselves are not included or cannot be located within the drawing set. For example, the following details are referenced but appear to be missing: P3.31-1 (RW-Z3), P6.02-1 (RW-Z2), P6.04-1 (RW-Z4), etc. Kindly advise if these detailed drawings will be provided under a future amendment?

**Response:** Detailed drawings will not be provided.

**RFI #4:** Reference Attachment 9 (Price Proposal and Addenda Acknowledgement of Receipt Form) states: "The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million." We were unable to locate a template or format for the Proposal Guaranty in the RFP documents. Kindly provide the required form as referenced.

**Response:** The Proposal Guaranty Form has been attached to this Addendum.

**RFI #5:** Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.

**Response:** The Performance and Payment Bond has been attached to this Addendum.

**RFI #6:** Reference: Attachment B-12 Section 2 Furniture, Fixtures & Equipment (FFE) List and Section 3 Room FFE Inventory

1. Section 2 listed Furniture, Fixtures and Equipment with descriptions but does not have quantity. Please clarify and provide quantity for pricing reference.
2. Section 3 Room FFE Inventory has description, quantity per room and total quantity. Please clarify what is this inventory. Is it inventory of existing FFE on existing Simon Sanchez High School for salvaging?
3. Please provide a clear list with quantity of FFE to be included in pricing.

**Response:** Section 3 identifies the FF&E Requirements.

**RFI #7:** Reference: Drawings A5.21 & A6.14, These drawings appear to show two pieces of equipment that resemble vehicle lifts; however, they are not listed in Attachment B-12 (Furniture, Fixtures & Equipment) or drawing sheet A8.18 and A8.19

1. Please confirm the identity of these two pieces of equipment and provide capacity requirement.
2. Please confirm whether these are included as built-in equipment.

**Response:** Two 2-post surface-mounted vehicle lifts with 10,000 LB capacity. See attached product data.

**RFI #8:** Reference: Attachment B-12, Section 3, Room FFE Inventory, page 26 of 23, shows 1/2 ton capacity portable crane, but it was not shown on the drawing. Please confirm the location.

**Response:** A ½-ton portable automotive shop crane engine house will be located in the automotive workshop.



**RFI #9:** *The schedule in the RFP allocates 730 days for construction of the new Simon Sanchez School but does not mention any allocation for design time. The 730 days is adequate for the construction period but if you add in design and permitting it does not give the design-builder adequate time for completion of the project. Is there additional time allocated for the design phase of the project.*

**Response:** The allocated 730 days include design, permitting and construction.

**RFI #10:** *Reference Drawings A8.18 FF&E Schedule and A8.19 FF&E Schedule*

- 1. The table shows the FF&E Schedule and column identifying GC/OFCI and OFOI; however, several rows appear misaligned and do not match the table gridlines. Kindly provide a revised FF&E Schedule with proper alignment and formatting for clarity.*
- 2. The provided schedule does not have any quantity. Please provide the quantity of FF&E to be included in pricing.*
- 3. Some FF&E items are listed but are not marked as either GC/OFCI or OFCI. Please clarify.*

**Response:** All FF&E will be provided by the Proposer.

**RFI #11:** *Reference to Attachment B12 Section 2 Furniture, Fixtures & Equipment (FFE) List and Drawing sheet A8.18 FF&E Schedule and A8.19 FF&E Schedule. Both documents pertain to FF&E but do not match. Some FF&E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify.*

**Response:** All FF&E will be provided by the Proposer.

**RFI #12:** *Please provide liquidated damages calculation.*

**Response:** The calculation of Liquidated Damages shall be determined at the discretion of the Director of Public Works during contract negotiations, in accordance with applicable public law.

**RFI #13:** *Landscape drawing Irrigation Note #3, on sheet L2.0, requires the contractor to submit within 30 days after award 6 copies of "detailed scaled drawings and wiring diagrams", please note that this is a design-build and requires ample time to design. Please consider removing these 30 days submission date within award.*

**Response:** B+K Landscape Architecture takes no exception to Core Tech Intl's request to omit Irrigation Note #3 on Sheet L2.0. However, any installed irrigation wiring for permanent system should be documented on the Contractor furnished as-built drawings for Owner's/GDOE file record.

**RFI #14:** *Will the government provide the CADD native format of the TRMA design to the successful offeror? This will greatly assist the A&E team in expediting their work and ensuring project efficiency.*

**Response:** CAD files to be provided by TRMA to successful proposer within 2 weeks from the award of the project and NTP, and after execution of the attached Digital Data Transfer Agreement.

**RFI #15:** *How much of the percentage of the RFP design drawings can be used by successful offeror?*

**Response:** The full extent of programming documents can be used, subject to RFP Attachment B Part G General Design Requirements.

**RFI #16:** *Reference to Part F Design requirements 2. Demolition and specification section 02050 Demolition and Removal:*

1. *Item d, of part F design requirements 2. Demolition requires salvage items and relocate as identified in the programming document design. Please identify which document list the salvage items.*
2. *Spec section 02050 Part 3 paragraph H Salvage - please identify and list items to be salvaged and where the salvage items to be delivered.*

**Response:** The existing Simon Sanchez Statue will be salvaged, refurbished and reused in the project. No additional items shall be deemed salvageable.

**RFI #17:** *Can the 'as-built' civil and structural drawing or any other available as-built drawings for the existing structures, please be made available?*

**Response:** No 'as-built' is available.

**RFI #18:** *Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made available?*

**Response:** Refer to RFP Attachment B-4.

**RFI #19:** *Can any investigational finding including borehole logs associated with the existing structures please be made available?*

**Response:** Refer to RFP Attachment B-4.

**RFI #20:** *Can the building assessment or forensic engineering report on the closure of the existing structures please be made available?*

**Response:** Refer to RFP Attachment B-6.

**RFI #21: 1.FINANCING SCOPE OF WORK (ATTACHMENT A)**

- a. *Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an Issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party Issuer.*

**Response:** Yes. The Issuer will be the qualified 3<sup>rd</sup> Party (I.e., winning Proposer). All Government of Guam Tax Exempt municipal financing must be issued through GEDA, especially given the repayment source is an annual appropriation from the Government of Guam. Please review any recent Government of Guam Annual Budget to see how leased schools are listed and appropriated for in the budget.

- b. *Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance & Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island)*

**Response:** No. All Cost, including Insurance, Maintenance and Capital Maintenance are included in the annual pledge/reservation for payments.

- c. *Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE.*

**Response:** The annual pledge/reservation for payment will be available, subject to negotiation.

- d. *Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE – one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still*

*be in effect, and 2) may be extended up to 10 years beyond the original term in the event that an event of non-appropriation/non-payment occurs.*

**Response: Confirmed.**

**RFI #22: Page 2, VI. Proposal Submittal**

*a. Please define "Term Sheet and Price Proposal"*

**Response: The Term Sheet Form has been attached to this Addendum. The Price Proposal Form was provided in the RFP in Attachment 9.**

*b. What is the purpose of the Term Sheet?*

**Response: The purpose of the Term Sheet is for the Government of Guam to see all costs associated with the project.**

*c. Are these two different documents?*

**Response: Yes, see templates provided.**

*d. What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc.*

**Response: The Term Sheet Form has been attached to this Addendum.**

*e. Is the term sheet a binding agreement?*

**Response: The Term Sheet Form is subject to negotiation.**

*f. Price proposal – what terms and information are required to be contained in the price proposal.*

**Response: The Price Proposal and Addenda Acknowledgement of Receipt Form was provided in the RFP in Attachment 9.**

**RFI #23: Page 3, Section 3 – Please identify the subsequent / relevant public.**

**Response: PL 37-22 revised the Ma Kåhat Act of 2013 and PL 20-27, Chapter 8, Title 1 of the Guam Code Annotated relating to the Arts in Public Buildings and Facilities.**

**RFI #24: Page 4, Section 3(g). Confirm that any "design and construction innovations that enhance the expedited construction schedule and cost efficiencies" must still meet the design, area/space, and program requirements to be considered responsive.**

**Response: Confirmed.**

**RFI #25:** Page 5, Section 3(n). Please define "firm" and identify the types of coverage and coverage limits required.

**Response:** The firm shall be identified as the proposer and must provide a copy of the current insurance certificate(s).

**RFI #26:** Page 7, Performance Issues. 7(a). Please confirm if this request relates to construction bond claims and or construction lawsuits involving GovGuam and for what period of time should this cover (5 years/10 years, etc.).

**Response:** This relates to ALL claims. Refer to Page 6, Performance Issues for the period of time covered.

**RFI #27:** Section 6- Experience on Similar Projects; item f.v. Proposer's project experience requires information on construction cost. Is this intended to refer to the contract amount of the relevant projects?

**Response:** Yes. Proposer's experience in building public schools or similar construction in size, price and scope.

**RFI #28:** Section 7 - Performance Issues. The RFP requires the bidder to provide a claims statement for all resolved or ongoing claims. The 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. This requirement is vague. Please define associated firms" and "personnel" Does this refer to the proposed key personnel (PM, QC, Safety, Sup) or key management personnel of the Proposer?

**Response:** The Associated Firms are the firms that the proposer is using to showcase the quality of its team. If these firms have claims resolved or on-going, please include them in your claims statement.

**RFI #29:** Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.

**Response:** Please refer to the excerpt from the current JFK Lease Agreement as an example, subject to negotiations.

**RFI #30:** Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. Please provide details on the Insurance and Maintenance Fund mentioned in the RFP.

**Response:** Please refer to the excerpt from the current JFK Lease Agreement as an example, subject to negotiations

**RFI #31:** *Reference: Attachment B, Part K – Insurance & Capital Maintenance and Custodial Plan Requirements. 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. Please provide details of Section 7.01(b)(ii)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.*

**Response:** Please refer to the excerpt from the current JFK Lease Agreement as an example, subject to negotiations.

**RFI #32:** *Reference XXIV Failure to Comply with Instructions, states that "Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions." Please provide the point deductions assigned to each of the items in the instructions that the proposer need to comply with. Without this information, the deductions could be subjective.*

**Response:** Scoring of this RFP is at the discretion of the Evaluators whose appointments are prescribed by law.

**RFI #33:** *Considering the delays in obtaining construction permits, please confirm that: 1) the 730-day time limit is measured from the time all permits and governmental approvals have been obtained or that the NTP will not be issued until the permits/approvals are received.*

**Response:** The allocated 730 days include design, permitting and construction.

**RFI #34:** *The refrigerant listed on the drawings is getting phased out soon, can be the air conditioning systems be changed to the new refrigerant?*

**Response:** HVAC equipment must use the latest approved refrigerant.

**RFI #35:** *Is the design shown in the RFP of the air conditioning system fixed? Or can it be revised?*

**Response:** Refer to RFP Attachment B parts B and G.

**RFI #36:** *Should the air compressors come with air dryers?*

**Response:** Air compressor should be equipped with air dryers. The proposer should determine if the air dryers to be supplied with the compressor itself or installed on the outlet of the compressor to ensure proper moisture control within the system.

***RFI #37: Is the ductwork and air devices in the Auditorium fixed? Or can they be changed?***

**Response:** Refer to RFP Attachment B parts B and G. Note that these are also subject to the acoustical requirements per Attachment B-13 Acoustical Design Criteria.

**GENERAL PACIFIC SERVICES- Phil Roberto**

***RFI #1: The RFP states that proposers can deviate from the TRMA design if the required spaces provided are per the TRMA program. The current TRMA program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRMA program is now a guideline, and the facility must accommodate 2000 students.***

**Response:** Yes, please also note that the design work required for the 2,000-student population is focused on the provision of the required drinking fountains, restroom and shower facilities for the students.

***RFI #2: Please confirm, as with prior FDDBLM school projects such as the John F. Kennedy High School, the only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.***

**Response:** There will be up to four agreements- Ground Lease, Construction, Leaseback, and Insurance, Operations & Maintenance.

***RFI #3: The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposer's general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?***

**Response:** Yes.

***RFI #4: We would like to request a submission date extension of 30 days.***

**Response:** An extension will NOT be provided. The procurement notice exceeds the requirements under Guam Procurement Law.

**GUAM EDUCATION FINANCING FOUNDATION III INC/ EASTERN  
CONTRACTORS CORPORATION/ FUTURE WORLD CORPORATION- James Wilson**

*RFI #1: Page iii, RFP TIMELINE, RFP SUBMITTAL DUE DATE. The date for submission is set for Friday, May 23, 2025. Can we request a time extension for an additional 60 days to best complete our proposal package?*

**Response: An extension will NOT be provided. The procurement notice exceeds the requirements under Guam Procurement Law.**

*RFI #2: Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND. The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developer's cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.*

**Response: The Performance and Payment Bond Form has been attached to this Addendum.**

*RFI #3: REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL & ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM. "The Proposal Guaranty attached" ... for \$3,000,000. Is this the Bid Bond issued by the General Contractor? Who fills out this form and issues this to the Government of Guam: the Finance Developer or the General Contractor?*

**Response: The Proposal Guaranty Form has been attached to this Addendum.**

*RFI #4: Will DPW make available to bidders the CAD files for all disciplines for the current design? This will aid in expediting and efficiency for the proposal process.*

**Response: CAD files will be provided by TRMA within 2 weeks from the award of the project and NTP, and after execution of the attached Digital Data Transfer Agreement.**

*RFI #5: Door Schedule or Door Types—door type is not indicated on the Room Requirement. It is also not indicated on the Concept Drawing.*

**Response: Refer to RFP Attachment, Part F Design Requirements and Part I Building Shell & system requirements.**

*RFI #6: Are H1 or H2 workers allowed on this project?*

**Response: H1 and/or H2 workers are allowed on this project subject to all local and federal approval requirements.**



**RFI #7:** Attachment B Section B.3: GDOE Review of 60% Design Development and Final Construction Documents: Is TRMA the design reviewer? How long is the design review period? How many days after the design review comments to conduct the design review meetings?

**Response:** The design review will be done by Government of Guam, Special Consultants, GDOE and TRMA. Anticipate a maximum of three-week design review period inclusive of the design review meetings for each submittal. GDOE and TRMA review will be two weeks from receipt of submittals; and the review meetings will be done during the last week of each period review.

**RFI #8:** The RFP noted that the Proposer shall be responsible for Design. Section VII.3.g of the Instructions for submitting a proposal further noted innovative design that enhances the expedited construction schedule and economic value. Section VII.3.h questions how the Proposer will incorporate the RFP's design references. Design SOW is in Attachment B.

**Response:** No question stated.

**RFI #9:** Besides the design requirements in Attachment B, can the Proposer provide alternative design solutions to offer betterment or to improve construction or economic value?

**Response:** Confirmed. Refer to RFP Attachment B parts B and G.

**RFI #10:** RFP, Page 1, Section II, TERM AND TIME PERFORMANCE, SUBSECTION 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed. Does this include the TIME for Design and Permitting? If they are not included in the 730 days, how much time is allocated for Design and how much for the Building Permit process? If we get an NTP from DPW to proceed with Demolition Permitting early during the Design Period, does that trigger the 730 days for construction? Note that page B-4 of Section B indicates "a timeline of 730 days for construction and occupancy."

**Response:** The allocated 730 days include design, permitting and construction.

**RFI #11:** Under Section A, page A-2 The language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the scheduled date of completion. Page 4 of Section A "Supplemental Information" suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period, which would include 30 years from the expected date of completion rather than the date of issuance?

**Response:** Refer to Ma Kåhat Act section 58D103 (b).

**RFI #12:** Attachment B-6 relates to Hazardous Material Demolition Given the age of the existing SSHS, has GDOE or Gov. Guam conducted hazardous materials studies on the buildings or grounds? If so, will they be provided for the bidders' review and use?

**Response:** Refer to RFP Attachments B-6.

**RFI #13:** *RFP Structural Narrative References IBC 2021 building code and associated codes (e.g., ACI 318-19). However, the Structural Drawings in the RFP, specifically Sheet S0.1.1 Structural Design Criteria and Notes, indicate design per IBC 2018 and associated codes (e.g., ACI 318-14). Which IBC are we to follow for this project?*

**Response:** The IBC 2021 Building Code and Associated Code ASCE 7-16 are applicable for the structural design.

**RFI #14:** *Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?*

**Response:** It is not for the vehicle exhaust system.

**RFI #15:** *The background is missing on Sheet E5.11. Please provide an updated sheet.*

**Response:** Refer to attached E5.11 drawing excerpt.

**RFI #16:** *The RFP calls for emergency lighting with integral 90-minute battery backup. Please confirm if remote UL 924 battery inverters can be used instead.*

**Response:** Refer to RFP attachment B parts B and G.

**RFI #17:** *The RFP calls for emergency lighting with integral 90-minute battery backup. Please confirm if the emergency generator can be used instead, if it complies with NFPA 110 and NEC requirements for emergency egress power.*

**Response:** Refer to RFP attachment B parts B and G.

**RFI #18:** *The drawings have a mix of CAT6 and CAT6A cabling identified. Telecom cabinets only show CAT6 patch panels. The telecom narrative only refers to CAT6A. Please confirm if horizontal cabling is to be CAT6 or CAT6A.*

**Response:** Provide CAT6A horizontal cabling and hardware.

**PACIFIC FEDERAL MANAGEMENT- Ken San Nicholas**

***RFI #1: We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement.***

***Response: Yes. Follow the instructions in the RFP.***

***RFI #2: During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?***

***Response: 100% of financing support shall be from GEDA. In addition, the Ma Kåhat Act also allows for the new SSHS to be alternatively financed through "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 the approval of I Liheslaturan Guahan." Any departure from the financing authorized in the Ma Kåhat Act must be "better" than municipal bonds secured by the Guam Economic Development Authority. However, given the need to obtain legislative approval for any alternative financing this will set the project completion back and disrupt the schedule set forth in the RFP.***

***RFI #3: What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?***

***Response: The Term Sheet Form has been attached to this Addendum.***

***RFI #4: Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?***

***Response: Yes. Follow the RFP.***

On Tue, Apr 8, 2025 at 2:51 PM Jacinto Paguigan <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)> wrote:

Dear Mr. Calanayan,

Hafa adai, we are respectfully requesting for  
standard template to be used for this project,

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

NEW SIMON SANCHEZ HIGH SCHOOL

Please confirm receipt of this email.

Thank you.

Best Regards,

Jacinto Paguigan

J&B Moderntech

From: **Jacinto Paguigan** <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)>  
Date: **Wed, Apr 9, 2025 at 9:44 AM**  
Subject: RE: Project no. 730-5-1059-L-YIG  
To: John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>  
Cc: Gene Bangayan <[GeneBangayan@jbmoderntech.com](mailto:GeneBangayan@jbmoderntech.com)>

John,

Thank you, I also want to follow-up our previous request  
for a copy of attendance sheet during pre-bid conference and  
site visit.

Please confirm receipt of this email.

Thank you and best regards,

Jacinto

J&B Moderntech

On Thu, Apr 10, 2025 at 3:25 PM Jacinto Paguigan <[JPaguigan@jbmoderntech.com](mailto:JPaguigan@jbmoderntech.com)> wrote:

Dear Mr. Calanayan,

Please see attached our RFI for the proposed project mentioned below,

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

Project name: New Simon Sanchez High School

Please confirm upon receipt.

Your immediate response is greatly appreciated.

Thank you,

Jacinto Paguigan

J&B Moderntech



**J&B MODERN TECH**  
**HVAC&R EQUIPMENTS AND SUPPLIES**

P.O. BOX 9788 TAMUNING, GUAM, U.S.A. 96931  
TELEPHONE: (671) 646-0588 / 646-3346 / 646-4435  
FAX: (671) 646-0589

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

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

**REQUEST FOR INFORMATION (RFI)**

RFI no.	Description	Response
1	Can this project be self-finance without the bonding from GEDA?	
2	If self-finance does the RFP continues?	
3	If self-finance what will be the requirements?	

From: **Tiffani Lee Cruz** <[leecruz@easternpacificec.com](mailto:leecruz@easternpacificec.com)>

Date: **Wed, Apr 16, 2025 at 3:45 PM**

Subject: PROJECT No. 730-5-1059-L-YIG - SSHS EPEC RFI 01

To: [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov) <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Cc: Philip Park <[philip.park@easternpacificec.com](mailto:philip.park@easternpacificec.com)>, Albert Lavadia <[ALavadia@easternpacificec.com](mailto:ALavadia@easternpacificec.com)> ,

Henson Paranada <[HParanada@easternpacificec.com](mailto:HParanada@easternpacificec.com)>, Ian Lorenz <[ILorenz@easternpacificec.com](mailto:ILorenz@easternpacificec.com)> ,

Timothy Joo <[tjoo@easternpacificec.com](mailto:tjoo@easternpacificec.com)>

Good afternoon Mr. John,

Please see attached RFI for your coordination. We look forward to your response.

Thank you.

Best Regards,



PROJECT No. 730-5-1059-L-YIG  
**SIMON SANCHEZ HIGH SCHOOL**

EPEC RFI 01:

On behalf of our team, I would like to respectfully request an extension of the proposal submission deadline for the New Simon Sanchez High School (FDDBLM) RFP, Project No. 730-5-1059-L-YIG.

Given the complexity and scope of the project, which includes demolition, design, construction, financing, insurance, and capital maintenance — we believe additional time would allow all prospective proposers, including our team, to thoroughly complete the necessary assessments, coordinate with our technical and financial partners, and prepare a fully compliant and competitive proposal package.

We kindly ask that the deadline currently set for Friday, May 23, 2025, be extended by at least **ONE Month**, if possible. This will help ensure higher quality submissions and broader participation from qualified entities.

We sincerely appreciate your consideration of this request and remain fully committed to the success of this important project for the Government and people of Guam.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

EPEC Team

From: **Jemar Legaspi** <[jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)>

Date: Thu, Apr 17, 2025 at 7:54 PM

Subject: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: John Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Cc: Alon Elamparo <[alon.elamparo@coretechintl.com](mailto:alon.elamparo@coretechintl.com)>

Hi Mr. Calanayan,

On behalf of Core Tech, please find attached the list of questions (33 questions) for the subject bid.

Please acknowledge receipt at your earliest convenience.

Thank you.

B/R,

**Jemar Legaspi**

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

[www.coretechintl.com](http://www.coretechintl.com) | Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5464 | Email: [jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)

**Project: Simon Sanchez High School (FDDBLM)**

**Core Tech International**

CTI RFI No	RFI Set	Submitted	Gov Q&A #	Questions
1	001	17-Apr-2025		<p>Sheet E2.6 – Solar PV Schematic Diagram indicates that the inverter is specified as 480V single phase. However, based on our market research and consultations with manufacturers, we have been unable to locate any commercially available string inverters with a 480V single phase configuration. This voltage is typically available only in a three-phase setup.</p> <p>We respectfully request that the government provide the name of an inverter brand, vendor, or manufacturer capable of supplying a 480V single phase string inverter to meet the project requirements.</p>
2	001	17-Apr-2025		<p>Reference to Attachment B part D Project Scope, item 1.m Photovoltaic.</p> <p>1.Please confirm the buildings to have photovoltaic as shown in electrical drawing sheet E2.6 are only:</p> <p>1.1Gymnasium Building</p> <p>1.2Administration Building</p> <p>1.3Auditorium Building</p> <p>1.4Cafeteria Building</p> <p>2.Please clarify what the markings "PV PANEL LOCATION" on the roof of buildings are for.</p> <p>2.1B-Wing Roof Plan drawing sheet A4.3</p> <p>2.2A-Wing Roof Plan drawing sheet A4.5</p> <p>2.3C-Wing Roof Plan drawing A4.6 (at 6 locations)</p> <p>2.4Credit Recovery Roof Plan drawing A4.7</p>
3	001	17-Apr-2025		<p>Upon review of the plumbing drawings, we noted that several blow-up detail references are shown on the plans; however, the corresponding detailed drawings themselves are not included or cannot be located within the drawing set.</p> <p>For example, the following details are referenced but appear to be missing:</p> <p>P3.31-1 (RW-Z3), P6.02-1 (RW-Z2), P6.04-1 (RW-Z4), etc.</p> <p>Kindly advise if these detailed drawings will be provided under a future amendment?</p>
4	001	17-Apr-2025		<p>Reference Attachment 9 (Price Proposal and Addenda Acknowledgement of Receipt Form) states: <i>"The Proposal Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the price proposal but shall not exceed \$3 million."</i> We were unable to locate a template or format for the Proposal Guaranty in the RFP documents. Kindly provide the required form as referenced.</p>
5	001	17-Apr-2025		<p>Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.</p>

6	001	17-Apr-2025	<p>Reference: Attachment B-12 Section 2 Furniture, Fixtures &amp; Equipment (FFE) List and Section 3 Room FFE Inventory</p> <ol style="list-style-type: none"> <li>1. Section 2 listed Furniture, Fixtures and Equipment with descriptions but does not have quantity, Please clarify and provide quantity for pricing reference.</li> <li>2. Section 3 Room FFE Inventory has description, quantity per room and total quantity. Please clarify what is this inventory. Is it inventory of existing FFE on existing Simon Sanchez High School for salvaging?</li> <li>3. Please provide a clear list with quantity of FFE to be included in pricing</li> </ol>
7	001	17-Apr-2025	<p>Reference: Drawings A5.21 &amp; A6.14, These drawings appear to show two pieces of equipment that resemble vehicle lifts; however, they are not listed in Attachment B-12 (Furniture, Fixtures &amp; Equipment) or drawing sheet A8.18 and A8.19</p> <ol style="list-style-type: none"> <li>1. Please confirm the identity of these two pieces of equipment and provide capacity requirement.</li> <li>b. Please confirm whether these are included as built-in equipment.</li> </ol>
8	001	17-Apr-2025	Reference: Attachment B-12, Section 3, Room FFE Inventory, page 26 of 23, shows 1/2 ton capacity portable crane, but it was not shown on the drawing. Please confirm the location.
9	001	17-Apr-2025	The schedule in the RFP allocates 730 days for construction of the new Simon Sanchez School but does not mention any allocation for design time. The 730 days is adequate for the construction period but if you add in design and permitting it does not give the design-builder adequate time for completion of the project. Is there additional time allocated for the design phase of the project.
10	001	17-Apr-2025	<p>Reference Drawings A8.18 FF&amp;E Schedule and A8.19 FF&amp;E Schedule</p> <ol style="list-style-type: none"> <li>1. The table shows the FF&amp;E Schedule and column identifying GC/OFCI and OFOI; however, several rows appear misaligned and do not match the table gridlines. Kindly provide a revised FF&amp;E Schedule with proper alignment and formatting for clarity.</li> <li>2. The provided schedule does not have any quantity. Please provide the quantity of FF&amp;E to be included in pricing.</li> <li>3. Some FF&amp;E items are listed but are not marked as either GC/OFCI or OFCI. Please clarify.</li> </ol>
11	001	17-Apr-2025	<p>Reference to Attachment B12 Section 2 Furniture, Fixtures &amp; Equipment (FFE) List and Drawing sheet A8.18 FF&amp;E Schedule and A8.19 FF&amp;E Schedule</p> <p>Both documents pertain to FF&amp;E but do not match. Some FF&amp;E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify</p>
12	001	17-Apr-2025	Please provide liquidated damages calculation.
13	001	17-Apr-2025	Landscape drawing Irrigation Note #3, on sheet L2.0, requires the contractor to submit within 30 days after award 6 copies of "detailed scaled drawings and wiring diagrams", please note that this is a design-build and requires ample time to design. Please consider removing this 30 days submission date within award.
14	001	17-Apr-2025	Will the government provide the CADD native format of the TRMA design to the successful offeror? This will greatly assist the A&E team in expediting their work and ensuring project efficiency.
15	001	17-Apr-2025	How much of the percentage of the RFP design drawings can be used by successful offeror?
16	001	17-Apr-2025	<p>Reference to Part F Design requirements 2. Demolition and specification section 02050 Demolition and Removal</p> <ol style="list-style-type: none"> <li>1. Item d, of part F design requirements 2. Demolition, requires salvage items and relocate as identified in the programming document design. Please identify which document list the salvage items.</li> <li>2. Spec section 02050 Part 3 paragraph H Salvage - please identify and list items to be salvaged and where the salvage items to be delivered.</li> </ol>
17	001	17-Apr-2025	Can the 'as-built' civil and structural drawing or any other available as-built drawings for the existing structures, please be made available?

18	001	17-Apr-2025	Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made available?
19	001	17-Apr-2025	Can any investigational finding including borehole logs associated with the existing structures please be made available?
20	001	17-Apr-2025	Can the building assessment or forensic engineering report on the closure of the existing structures please be made available?
21	001	17-Apr-2025	<p>1.FINANCING SCOPE OF WORK (ATTACHMENT A)</p> <p>a.Is it the expectation and preference of GovGuam (and GEDA) that GEDA's role in the financing of the project will be as the financial advisor/consultant to GovGuam regarding the financing and not act as an Issuer of the tax-exempt debt consistent with previous school financings on Guam (if not, then please describe GEDA's anticipated role) and that the Issuer of the tax-exempt debt may be a qualified 3rd-party Issuer</p> <p>b.Please confirm that the \$166,365,000 cap on the principal amount of the financing and the \$16,377,125 cap on the annual pledge/reservation for payments under the Lease (as reflected in Sec 58D108 of the Public Law) only relates to costs to be paid under the Base Rental Payments and does not include the ongoing costs of Insurance, Maintenance &amp; Capital Maintenance during the leaseback period that may be paid under an "Additional Rent" structure in the Lease and that these Additional Rent expenses will be funded through annual Legislative appropriations designated for these specific costs (consistent with the previous school financings on island)</p> <p>c.Please confirm that the \$16,377,125 annual pledge/reservation for payments under the contract/lease will be available to the project during the pre-development, construction and leaseback period as shown in Sec 58D109(c) (i.e., for a slightly longer period than the 30-year leaseback period, and commencing before Project completion and acceptance) with funding for the expenses covered under the Additional Rent will commence upon project completion and occupancy of the facility by GDOE.</p> <p>d.Please confirm that it is GovGuam's expectation that there will be two separate leases between the Owner and GovGuam/GDOE – one for the lease of the underlying land/property and one for the lease of the physical facilities and equipment provided so as to ensure the Owner and its financing partners that, in the event of non-appropriation/non-payment of the applicable rent(s) (requiring GDOE to vacate the school) the underlying property leased to the Owner under the "land lease" will: 1) still be in effect, and 2) may be extended up to 10 years beyond the original term in the event that an event of non-appropriation/non-payment occurs</p>
22	001	17-Apr-2025	<p>Page 2, VI. Proposal Submittal</p> <p>a.Please define "Term Sheet and Price Proposal"</p> <p>b.What is the purpose of the Term Sheet?</p> <p>c.Are these two different documents?</p> <p>d.What terms are required to be in the term sheet with respect to the Lease, Financing, Maintenance contracts, etc.</p> <p>e.Is the term sheet a binding agreement?</p> <p>f.Price proposal – what terms and information are required to be contained in the price proposal.</p>
23	001	17-Apr-2025	Page 3, Section 3 – Please identify the subsequent / relevant public
24	001	17-Apr-2025	<p>Page 4, Section 3(g) –</p> <p>a.Confirm that any "design and construction innovations that enhance the expedited construction schedule and cost efficiencies" must still meet the design, area/space, and program requirements to be considered responsive.</p>
25	001	17-Apr-2025	<p>Page 5, Section 3(n) –</p> <p>a.Please define "firm" and identify the types of coverage and coverage limits required.</p>

26	001	17-Apr-2025	<p>Page 7, Performance Issues</p> <p>a.7(a) - Please confirm if this request relates to construction bond claims and or construction lawsuits involving GovGuam and for what period of time should this cover (5 years/10 years, etc.).</p>
27	001	17-Apr-2025	<p>Section 6- Experience on Similar Projects; item f.v</p> <p>Proposer's project experience requires information on construction cost. Is this intended to refer to the contract amount of the relevant projects?</p>
28	001	17-Apr-2025	<p>Section 7 - Performance Issues</p> <p>The RFP requires the bidder to provide a claims statement for all resolved or ongoing claims. The 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. This requirement is vague. Please define associated firms" and "personnel" Does this refer to the proposed key personnel (PM, QC, Safety, Sup) or key management personnel of the Proposer?</p>
29	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>Please provide the Insurance and Maintenance Agreement mentioned in the RFP or details on type/amounts of coverage, scope of work, etc.</p>
30	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>Please provide details on the Insurance and Maintenance Fund mentioned in the RFP</p>
31	001	17-Apr-2025	<p>Reference: Attachment B, Part K – Insurance &amp; Capital Maintenance and Custodial Plan Requirements.</p> <p>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</p> <p>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.</p> <p>Please provide details of Section 7.01(b)(ii)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.</p>
32	001	17-Apr-2025	<p>Reference XXIV Failure to Comply with Instructions, states that <i>"Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions."</i></p> <p>Please provide the point deductions assigned to each of the items in the instructions that the proposer need to comply with. Without this information, the deductions could be subjective</p>
33	001	17-Apr-2025	<p>Considering the delays in obtaining construction permits, please confirm that: 1) the 730-day time limit is measured from the time all permits and governmental approvals have been obtained or that the NTP will not be issued until the permits/approvals are received</p>

From: **Phil Roberto** <[roberto.phil@gmail.com](mailto:roberto.phil@gmail.com)>

Date: Fri, Apr 18, 2025 at 1:08 PM

Subject: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Please see the attached questions and request for clarification relating to the  
NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

These questions are being submitted by General Pacific Services, LLC and CapFA.



April 17, 2025

John Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Administration Technical Services Office  
Ground Floor, TMC Building  
542 North Marine Corps Drive  
Tamuning, Guam 96913

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

Mr. Calanayan,

Please see the questions below regarding the above solicitation:

1. The RFP states that proposers can deviate from the TRM design if the required spaces provided are per the TRM program. The current TRM program states it is for 1700 students and the RFP requirement is 2000 students. Please confirm that the TRM program is now a guideline, and the facility must accommodate 2000 students.
2. Please confirm as with prior FDDBLM school projects such as the John F. Kennedy High School. The only agreements between the Government of Guam and proposer will be the Ground Lease and leaseback agreement which includes the insurance and maintenance agreement.
3. The RFP States that 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 RFP requires the proposer to submit a contractor's license as a part of the proposal submission. May the proposers general contractor that holds a valid Guam Contractors license and is a part of the team being assembled to submit a response to the Simon Sanchez RFP meet this requirement in lieu of the proposer?

4. We would like to request a submission date extension of 30 days.

Regards,

*Philip Roberto*

Philip Roberto  
General Manager

**Operations:**

265 Mamis Street; Tamuning, Guam 96913  
Phone: 671-646-2267/1925 Fax: 671-649-0120

**Accounting Office:**

4626 SE 85th Street; Berryton, Kansas 66409  
Phone: 785-836-3411 Ext. \*# Fax: 785-836-3341



From: **Jemar Legaspi** <[jemar.legaspi@coretechintl.com](mailto:jemar.legaspi@coretechintl.com)>

Date: **Fri, Apr 18, 2025 at 3:12 PM**

Subject: Re: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Cc: Alon Elamparo <[alon.elamparo@coretechintl.com](mailto:alon.elamparo@coretechintl.com)>

Hi John,

On behalf of Core Tech, please find attached RFI List Set 2.

Kindly confirm receipt at your earliest convenience.

Thank you

B/R

Jemar Legaspi

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**Project: Simon Sanchez High School (FDDBLM)**

**Core Tech International (RFI\_02)**

CTI RFI No	RFI Set	Submitted	Gov Q&A #	Questions
34	002	04/18/2025		The refrigerant listed on the drawings is getting phased out soon, can be the air conditioning systems be changed to the new refrigerant?
35	002	04/18/2025		Is the design shown in the RFP of the air conditioning system fixed? Or can it be revised?
36	002	04/18/2025		Should the air compressors come with air dryers?
37	002	04/18/2025		Is the ductwork and air devices in the Auditorium fixed? Or can they be changed?

From: **James Wilson** <[jamie@k12capital.com](mailto:jamie@k12capital.com)>  
Date: Fri, Apr 18, 2025 at 9:53 AM  
Subject: Simon Sanchez HS RFP RFIs  
To: [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov) <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Dear Mr. Calanayan,

Please find attached a letter with numerous RFIs relating to the New Simon Sanchez High School FDDBLM Project No 730-5-1059-L-YIG

Sincerely,

James R. (Jamie) Wilson

**Guam Education Financing Foundation**

James R. (Jamie) Wilson  
3340 Peachtree Road, NE  
Suite 1780  
Atlanta, Georgia 30326  
(770) 538-1803 - Office  
(404) 285-3843 - Mobile

[jamie@k12capital.com](mailto:jamie@k12capital.com)

**GUAM EDUCATION FINANCING FOUNDATION III INC.**

**3340 PEACHTREE ROAD, NE  
SUITE 1780  
ATLANTA, GEORGIA 30326**

April 18, 2025

Sent via Email to [john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)

Mr. John F. Calanayan  
Engineer Supervisor  
Guam Department of Public Works  
Contract Administration Technical Services Office  
TMZ Building

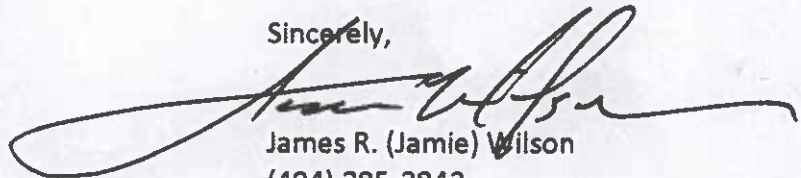
Re: New Simon Sanchez High School FDDBLM Project No. 730-5-1059-L-YIG

Dear Mr. Calanayan:

On behalf of Guam Education Financing Foundation III and our contracting partners, Eastern Contractors Company and Future World Corporation please find outlined on Exhibit A below RFIs related to the above captioned RFP.

We look forward to receiving your responses.

Sincerely,



James R. (Jamie) Wilson  
(404) 285-3843  
[jamie@k12capital.com](mailto:jamie@k12capital.com)

**Submitted by the Team of GEFF3, Eastern Contractors Corporation and Future World Corporation**

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**RFI #1** Page iii, RFP TIMELINE, RFP SUBMITTAL DUE DATE. The date for submission is set for Friday, May 23, 2025. Can we request a time extension for an additional 60 days to best complete our proposal package?

**RFI #2:** Page 13, Section XXX, PERFORMANCE AND PAYMENT BOND. The 100% Performance and Payment Bond should cover the General Contractor's Contract amount and not the total Finance/Developers cost. The grand total of the contract bid amount for the entire duration of the 30-year project amount will be much higher than the actual construction amount. Please clarify the Bonding scope.

**RFP #3:** REQUIRED FORMS ATTACHMENTS 1-9, PRICE PROPOSAL & ADDEDA ACKNOWLEDGEMENT OF RECEIPT FORM. "The Proposal Guaranty attached"... for \$3,000,000. Is this the Bid Bond issued by the General contractor? Who fills out this form, and issues this to the Government of Guam: the Finance Developer or the General Contractor?

**RFI #4:** General Question: Will DPW make available to bidders the cad files for all disciplines for the current design. This will aid in expediting and efficiency for the proposal process.

**RFI #5:** Architectural Drawings. Door Schedule or Door types, Door Type is not indicated on the Room Requirement. It is not also indicated on the Concept drawing

**RFI #6:** General: Are H1 or H2 workers allowed on this project.

**RFI #7:** Attachment B Section B.3: GDOE Review of 60% Design Development and Final Construction Documents:

- Is TRMA the design reviewer?
- How long is the design review period?
- How many days after the design review comments to conduct the design review meetings?

**RFI #8:** The RFP noted that the Proposer shall be responsible for Design. Section VII.3.g of the Instructions for submitting a proposal, the RFP further noted innovative design that enhances the expedited construction schedule and economic value. Section VII.3.h question how the Proposer will incorporate the RFP's design references. Design SOW is in the Attachment B.

**Question:** Besides the design requirements in the Attachment B, can the Proposer provide alternative design solutions to provide betterment or to improve construction or to improve economic value?

**RFI #9** RFP, Page 1, Section II, TERM AND TIME PERFORMANCE, SUBSECTION 1).

Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed. Does this include the TIME for Design and Permitting. If they are not included into the 730 days, how much time do we get for the Design and how much time do we get for the Building Permit process? If we get an NTP from DPW to proceed with Demolition Permitting early during the Design Period does that trigger the 730 days for construction? Note that page B-4 of Section B indicates "a timeline of 730 days for construction and occupancy".

**REF #10** Under Section A, page A-2 the language under "Leaseback Agreement" indicates a leaseback period of no more than 30 years from the date of schedule date of completion. Page 4 of Section A "Supplemental Information suggests the bonds are expected to mature no more than 30 years from their date of issuance. Will the bonds be permitted to mature at the end of the leaseback period which would include 30 years from the expected date of completion rather than the date of issuance?

**RFI #11** Attachment B-6 relates to Hazardous Material Demolition. Given the age of the existing SSHS has GDOE or Gov. Guam conducted hazardous materials studies on the buildings or grounds. If so, will they be provided for the bidders review and use?

**RFI #12** RFP Structural Narrative references IBC 2021 building code and associated codes (i.e. ACI 318-19). However, the Structural Drawings in the RFP, specifically Sheet S0.1.1 Structural Design Criteria and Notes, indicate design per IBC 2018 and associated codes (i.e. ACI 318-14). Which IBC are we to follow for this project?

**RFI #13** Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?

**RFI # 14** The background is missing on sheet E5.11. Please provide updated sheet.

**RFI #15** The RFP calls for emergency lighting with integral 90 minute battery backup. Please confirm if remote UL 924 battery inverters can be used instead.

**REF #16** The RFP calls for emergency lighting with integral 90 minute battery backup. Please confirm if the emergency generator can be used instead, if it complies with NFPA 110 and NEC requirements for emergency egress power.

**RFI #17** The drawings have a mix of CAT6 and CAT6A cabling identified. Telecom cabinets only show CAT6 patch panels. The telecom narrative only refers to CAT6A. Please confirm if horizontal cabling to be CAT6 or CAT6A.

From: John F. Calanayan <[john.calanayan@dpw.guam.gov](mailto:john.calanayan@dpw.guam.gov)>

Date: Fri, Apr 18, 2025 at 4:04 PM

Subject: Re: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

To: Ken San Nicolas <[ken.sn@pfmguam.com](mailto:ken.sn@pfmguam.com)>

Cc: Rob Salas <[rob.salas@pfmguam.com](mailto:rob.salas@pfmguam.com)>, Lacey Guerrero <[lacey.guerrero@lmsfm.com](mailto:lacey.guerrero@lmsfm.com)>

hi Ken,

confirming receipt of your email

On Fri, Apr 18, 2025 at 3:57 PM Ken San Nicolas <[ken.sn@pfmguam.com](mailto:ken.sn@pfmguam.com)> wrote:

I have a couple of questions regarding the upcoming project.

1. We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement. )
2. During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?
3. What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?
4. Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?

--

Ken San Nicolas  
Business Development, Marketing and Public Relations  
Pacific Federal Management, Inc.  
202 Hilton Road Unit 7  
Tumon, Guam 96913  
(671) 688-8705

On Fri, Apr 18, 2025 at 3:57 PM Ken San Nicolas <[ken.sn@pfmgum.com](mailto:ken.sn@pfmgum.com)> wrote:

I have a couple of questions regarding the upcoming project:

1. We're planning to partner with another firm for our bid submission. Please confirm that we can utilize past performance from a subcontractor who will be providing a meaningful contribution to the project. (As evidenced by a teaming agreement.)
2. During the pre-proposal conference, it was alluded to that GEDA could help provide funding to support the full cost of the project. What percentage of support can bidders expect from GEDA?
3. What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?
4. Is there an evaluation criteria related to the financing aspect of the solicitation? EG how do the terms of the proposed financing agreement affect the evaluation? how does the strength of the lending institution affect the evaluation?

--

Ken San Nicolas  
Business Development, Marketing and Public Relations  
Pacific Federal Management, Inc.  
202 Hilton Road Unit 7  
Tumon, Guam 96913  
(671) 688-8705



**Simon Sanchez High School  
PROPOSED TERM SHEET**

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*\*Note to Proposer: There are two options for financing- 1. Government Financing and 2. Alternative Method of Financing (Proposer's financing). Based on the financing you are proposing for this project (Government Financing or Alternative Method Financing), fill out one of the two categories below:*

**Option 1: Government Financing**

If you are using the Government Financing Option, please provide the following information:

1. Proposed Additional Rental to cover maintenance and insurance as per the RFP
2. Proposed Annual Developer Cost
3. Other Costs/Fees

**Option 2: Alternative Method of Financing (Funds must be delivered within 90 days)**

If you are using the Alternative Method of Financing, check the box/s that apply below.

- ☐ Short-term debt
- ☐ Mortgage
- ☐ Loan
- ☐ Federally guaranteed loan
- ☐ Other Financing \_\_\_\_\_

Please provide alternative financing details below:

- 1) Financing Narrative to include examples of successful execution with previous lease financings (1 page max)
- 2) Interest Rate
- 3) Financing Agreement form (loan agreement)
- 4) Financing calendar of events
- 5) Proposed Annual Debt Payment
- 6) Proposed Additional Rental to cover maintenance and insurance as per the RFP
- 7) Proposed Annual Developer Cost
- 8) Other Costs/Fees

**\*Subject to Negotiations**

\*\*\*\*\*

## PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

*(Name of Contractor)*

hereinafter called the Contractor and \_\_\_\_\_

*(Name of Surety)*

a corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government of Guam, as obligee, hereinafter called the Government for use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated \_\_\_\_\_, 202\_\_ entered into a Contract with the Government 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”** in accordance with Request for Proposal prepared by the Department of Public Works, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared in default by the Government to be in default under the Contract, the Government having performed territorial obligations thereunder,

the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
  2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.
- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of forty five (45) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The

Government shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within forty five (45) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, A.D.

IN THE PRESENCE OF:

**(Note: If the Principals are Partners, each  
must execute the Bond)**

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**Proposal Guaranty**

**Proposal Guaranty NO.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

As Principal, hereinafter called the Principal and

\_\_\_\_\_  
(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for the "**NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASE BACK & INSURE/CAPITAL MAINTENANCE (FDDBLM), PROJECT NO. 730-5-1059-L-YIG**

NOW THEREFORE, if the Territory of Guam shall accept the Proposal Guaranty of the Principal and the Principal shall not withdraw said Proposal within sixty (60) calendar days after the opening of Request For Proposal (RFP), and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such proposal and give such guaranty as may be specified in the RFP or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Proposal Guaranty, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said RFP and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said Proposal Guaranty or an appropriate liquidated amount as specified in the Request for Proposals then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

---

**INSURANCE AND MAINTENANCE AGREEMENT**

**dated as of August 1, 2010,**

**by and among**

**CAPFA CAPITAL CORP. 2010A  
a Florida not-for-profit corporation,  
Lessor,**

**DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,  
Lessee,**

**INTERNATIONAL BRIDGE CORPORATION  
an Ohio corporation,  
Maintenance Contractor,**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
Trustee**

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THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2010, by and among CAPFA CAPITAL CORP. 2010A ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), INTERNATIONAL BRIDGE CORPORATION, as initial maintenance contractor ("Maintenance Contractor"), and U.S. BANK NATIONAL ASSOCIATION, as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of August 1, 2010 (the "Lease Agreement");

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

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

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

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of August 1, 2010 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

**DEFINITIONS; TERM**

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

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth

herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

## **ARTICLE II**

### **DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

(b) from and after the issuance of an occupancy permit for the Facility, obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

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

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

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

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

### ARTICLE III

#### **MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT**

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of

reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to \$389,500 in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed \$1,947,000). In addition, the Budget shall provide for a \$60,000 allotment in each year for unscheduled repairs, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

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

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the \$1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee

concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure, Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

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

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during

normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

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

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

## ARTICLE IV

### INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

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



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

## ARTICLE V

### MISCELLANEOUS

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

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

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

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

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

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

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

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

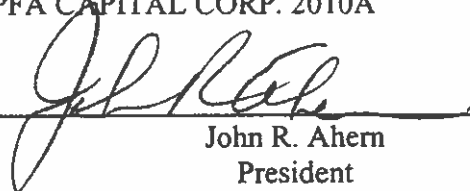
5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

LESSOR:

CAPFA CAPITAL CORP. 2010A

By: \_\_\_\_\_


A handwritten signature in dark ink, appearing to read "John R. Ahern", is written over a horizontal line.

John R. Ahern  
President

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

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT  
OF GUAM

By:   
Nerissa B. Underwood, Ph.D.  
Superintendent of Department of Education

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Attorney General of Guam

(SEAL)

By: \_\_\_\_\_  
Michael W. Cruz  
Acting Governor of Guam

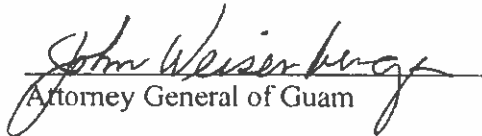
IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

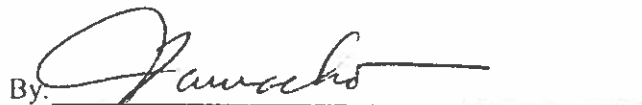
DEPARTMENT OF EDUCATION, GOVERNMENT  
OF GUAM

By: \_\_\_\_\_  
Nerissa B. Underwood, Ph.D.  
Suprintendent of Department of Education

APPROVED AS TO FORM  
AND LEGALITY:

  
Attorney General of Guam

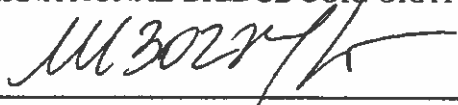
(SEAL)

By:   
Felix Perez Camacho  
Governor of Guam

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

MAINTENANCE CONTRACTOR:

INTERNATIONAL BRIDGE CORPORATION

By:   
Name: MIGUEL C. BORDALLO  
Title: VICE PRESIDENT

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

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,  
as trustee for the Certificates

By: \_\_\_\_\_

Authorized Officer

## EXHIBIT A

to

Insurance and Maintenance Agreement

dated as of August 1, 2010

by and among

CaPFA Capital Corp. 2010A, Lessor,

Department of Education, Government of Guam, Lessee,

International Bridge Corporation, Maintenance Contractor

and

U.S. Bank National Association, Trustee

### Work Scope

30 Year Maintenance Program			Type	
			Unscheduled	Capital
Typical School Facility Components for Maintenance			Frequency	
		Final as of Sep 2, 2010		
<b>1</b>	<b>Paving</b>			
1.1	Asphalt - repair/seal of cracks	As required (per budget)	x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required (per budget)	x	
<b>2</b>	<b>Structural</b>			
2.1	Structural Damage Assessments	Seismic events	x	
2.2	Foundation Repairs	As required	x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required	x	
2.4	Replacement of Structural Elements	As required	x	
2.5	Upgrading of Structural Elements	As required	x	
<b>3</b>	<b>Wall Systems</b>			
3.1	Doors including hardware	As required		x
3.2	Window Assemblies (including Aluminum Sash)	As required	x	x
3.3	Indoor Gym Bleachers that pull out from wall	n/a		
3.4	Restroom Partitions (attached to wall)	n/a		
<b>4</b>	<b>Floor Covering</b>			
4.1	Carpeting	Daily		
4.2	Resilient Tile Flooring	Daily / Weekly		
4.3	Sports Flooring	Daily / weekly		



30 Year Maintenance Program			Type	
Final as of Sep 2, 2010			Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency		
<b>5</b>	<b>Painting</b>			
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years	x	x
5.2	Touch-up painting of walls	Monthly		
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years	x	x
<b>6</b>	<b>Roofing</b>			
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years	x	x
6.2	Flashings, Gutters, and Downspouts	As required (per budget)	x	
6.3	Ceiling Tiles	As required (per budget)	x	
<b>7</b>	<b>Electrical</b>			
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required (per budget)	x	
7.2	Panels and Boards	As required (per budget)	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		
7.4	Main Power Distribution System	As required (per budget)	x	
7.5	Interior and Exterior Power Distribution Systems	As required (per budget)	x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Florescent Lighting and Fixtures	Monthly		
7.7	Equipment Connections	As required (per budget)	x	
7.8	Conduits, Conductors and Cables	As required (per budget)	x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		
<b>8</b>	<b>Plumbing</b>			
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required (per budget)	x	
8.2	Underground Water Distribution Systems	As required (per budget)	x	
8.3	Sewer piping, manholes within boundaries	As required (per budget)	x	
8.4	Interior Water Supply	As required (per budget)	x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr	x	x
<b>9</b>	<b>Air Conditioning/Ventilation/Heating</b>			
9.1	Air Conditioning Systems			

30 Year Maintenance Program			Type	
Final as of Sep 2, 2010			Unscheduled	Capital
Typical School Facility Components for Maintenance	Frequency			
9.1.1 1.a Central Systems	wk, mo, qrtr, 5-yr			x
9.1.2 1.b Individual Units	wk, mo, qrtr, 5-yr			x
9.2 2. Ventilation Systems				
9.2.1 2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr			x
9.2.2 2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr			x
9.1.3 2.c Construction and Automotive Workshops Fume Exhaust Systems	As required (per budget)	x		x
<b>10 Fire Protection System</b>				
10.1 Testing and Certifying of Fire Protection System	Annually			
10.2 Maintenance of Fire Protection Riser and System	As required (per budget)	x		
10.3 Maintenance of Fire Alarm System	see Section 7			
10.4 Recharge and Replacement of Fire Extinguishers	As requested (per budget)	x		
<b>11 Telecom and Internet</b>				
11.1 Security and Closed TV Circuits	As required (per budget)	x		
11.2 Telecommunication Conduits / wiring	As required (per budget)	x		
11.3 Public Address	As required (per budget)	x		
<b>12 Landscaping and Lawns - Equipment Only; Operation by others</b>				
12.1 Grass Cutting (Riding Mowers: 2 each; Bush-Cutters: 6 each)	Equipment only			x
12.2 Walkway edging (Edgers: 4 each)	Equipment only			x
12.3 Tree Trimming / Hedging (Chain saws: 2 each; Hedgers: 4 each)	Equipment only			x
<b>13 Custodial and Waste Collection</b>				
13.1 Garbage collection from classrooms, offices, restrooms and other building areas	Daily			
13.2 Site cleanup (hallways, walkways, parking lots, etc.)	Daily			
13.3 Waste removal by commercial hauler	2 x weekly			
13.4 Floor polishing / waxing / sealing	Quarterly			
13.5 Restroom cleaning (Sweeping, mopping, wipedown of surfaces)	Daily			
13.6 Restroom flushing and rinsing	Weekly			
13.7 Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly			

## **EXHIBIT B**

### **Procedures for Settling Disputes**

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

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

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

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

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

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

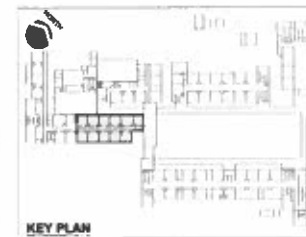
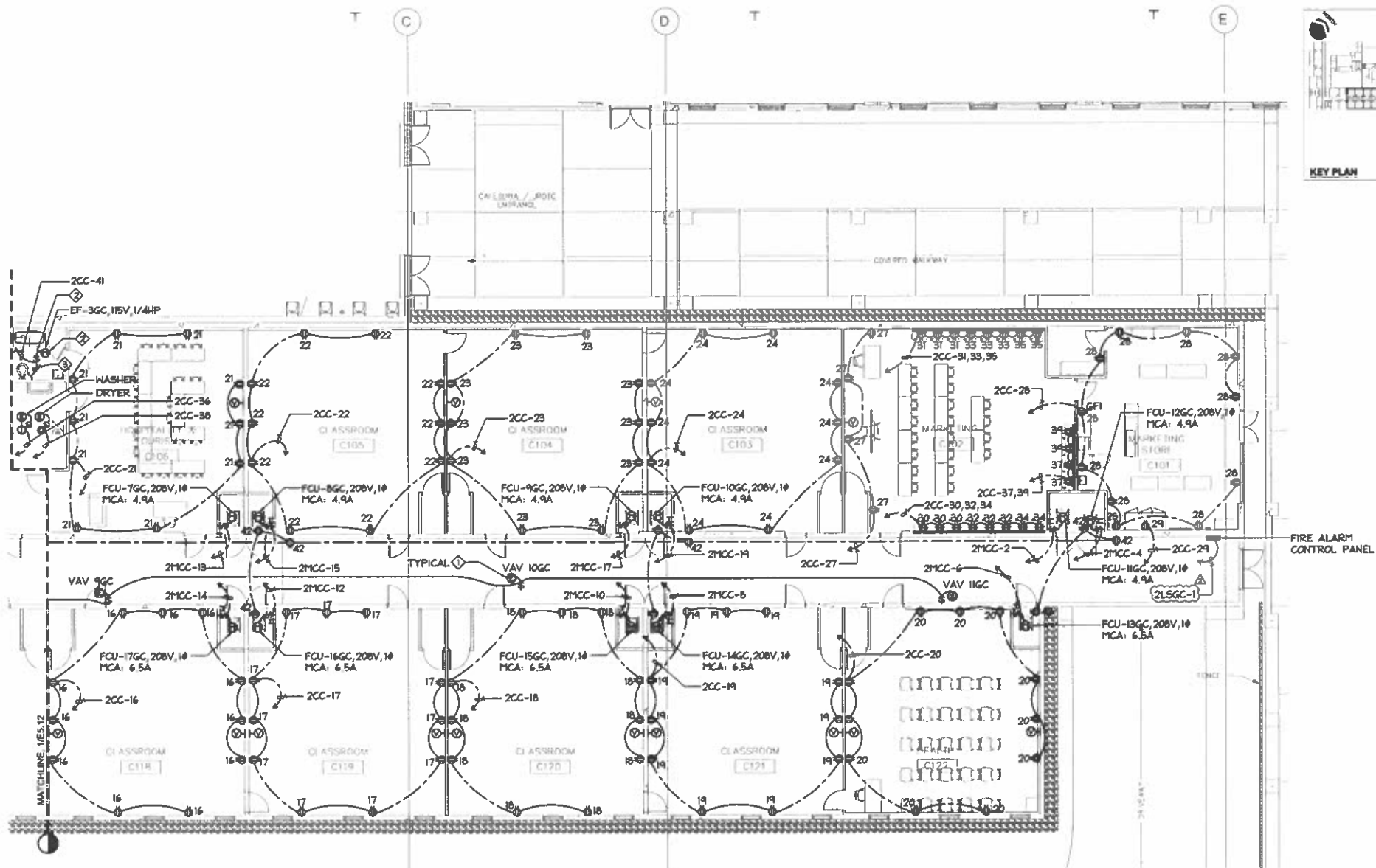
**NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED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

End of Exhibit

## EXHIBIT C

### Budget for Initial Term of Lease

Management Fee	\$	70,000
Insurance Premiums		161,000
Initial Maintenance Costs		<u>20,000</u>
TOTAL	\$	251,000



FIRE ALARM  
CONTROL PANEL

## DIGITAL DATA TRANSFER AGREEMENT



Taniguchi Ruth Makio Architects/TRMA and its consultants are providing herewith Digital Data prepared by TRMA and its consultants to the Recipient, \_\_\_\_\_, in connection with the GDOE Simon Sanchez High School project.

This information is being provided strictly for reference purposes only as a convenience to the Owner and/or Contractor.

TRMA provides the Digital Data requested under the following terms:

1. Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form. The Data represents instruments of professional service and shall remain TRMA property even if the project is not completed. As the author of the Data, TRMA retains all proprietary rights, including copyrights embodied therein. TRMA and its consultants make no representations or warranties, express or implied, of merchantability, or fitness for a particular purpose or with respect to the Data quality, adequacy, completeness or sufficiency, or any results to be or intended to be achieved as to its use.
2. Use of Data is limited to the Project. Recipient agrees that Data shall not be used for any other purpose. TRMA does not represent that all information contained in the data is complete, noting that there could be subsequent changes to the Data. Furthermore, TRMA does not guarantee that information shown in the Data will be dimensionally accurate or to scale. When there is a conflict, scaled drawings will govern. Recipient must confirm and coordinate all information and verify all dimensions indicated on the Data. If documents are used as reference information for work beyond the scope of the documents, as-built information shall be confirmed by recipient through field verification and other means.

Unless otherwise granted, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project with no right to use the Digital Data for another purpose. The receiving party agrees to keep information confidential and not to disclose it to any other person except to its employees, and those who need to know the content of the information in order to perform services or construction solely and exclusively for the Project.

3. The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. Recipient acknowledges that anomalies and errors, either intentionally or unintentionally, can be introduced into Data when it is transferred, used or taken out of context in a different computer environment and that Data can deteriorate undetected. The Data is being furnished as is and any subsequent use of Data by Recipient will be solely at Recipient's own risk.

Recipient, and not TRMA, is responsible for modifying its own computer system to properly use the Data. The information contained in the Data represents work in progress and TRMA shall have no duty to modify or update the Data. Should updated Data be requested, Recipient shall reimburse TRMA for costs of formatting and transferring files.

- 4 Recipient hereby releases TRMA and its consultants from any claims, causes of action, damages or losses of any kind, including but not limited to, damages or losses to property or persons including death, or economic losses, or any consequential, special, indirect or incidental damages, resulting from the transfer or use of the Data. To the fullest extent permitted by law, Recipient agrees to indemnify, protect, defend and hold TRMA, its officers, directors, shareholders, employees, agents and consultants, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorney's fees and all legal expenses and fees incurred on appeal, and all interest thereon, occurring or resulting to any and all persons, firms or any other legal entities on account of any damage, losses and/or consequential damages to property or persons, including death or economic losses arising out of any use, misuse, reuse, insufficient access security, degeneration misrepresentation or modification of the Data.
- 5 CAD files will be limited to overall A/E plans, sections, and elevations. Details are excluded.
- 6 A fee of \$45,000 is required to be paid to TRMA and cleared prior to receipt of the CAD files.

\_\_\_\_\_  
Recipient –

\_\_\_\_\_  
Cedric Cruz, AIA  
Taniguchi Ruth Makio Architects/TRMA

04/21/25







# CL10AV3 LAUNCH

## 10K VERSYMMETRIC® ADJUSTABLE WIDTH 2-POST LIFT

### Overview:

We are pleased to announce a significant upgrade for the CL10V3 – our **Adjustable Width Feature**. This enhancement is part of our commitment to providing flexible and innovative solutions to meet the ever-evolving needs of automotive shops.

### SERVICE BAY SPECIFICATIONS

-  **HEIGHT:** 12' minimum
-  **WIDTH:** 14' recommended
-  **DEPTH:** 24' recommended
-  **POWER:** 208-230v, 1pH, 30 Amps



### PRODUCT SPECIFICATIONS

MODEL NUMBER	CL10AV3	CL10AV3-2	CL10AV3-3
Description	Standard	2' Extensions	3' Extensions
Lifting Capacity	10,000 lbs.		
Lift Configuration	Versymmetric®, 3-Stage Front & Rear		
Rise Height	74½"		
Height of Columns	11' 2" or 11' 8"	13' 2" or 13' 8"	14' 2" or 14' 8"
Max. Extended Cylinder Height	11' 11"		
Adjustable Width Overall	11' 6½"	12' ½"	12' 6½"
Drive Thru Clearance	(-12") 100"	(-6") 106"	(MAX) 112"
Floor to Overhead Switch	10' 8½" or 11' 2½"	12' 8½" or 13' 2½"	13' 8½" or 14' 2½"
Front Arm Reach	Min. 20" Max. 42"		
Rear Arm Reach	Min. 37½" Max. 60"		
Screw Pad Height	Min. 3⅞" Max. 6⅞"		
Inside Columns	(-12") 110"	(-6") 116"	(MAX) 122"
Low Lock Height	12" Net Rise		
Rise Time	Standard: 38s QuickCycle™: 24s (est.)		
Max. Load per Arm	2,500 lb.		
ALI Certified	☑		

### WIDTH CONFIGURATIONS

To better serve our customers' diverse lifting needs and the growing demand for Electric Vehicle service, we've upgraded our CL10V3. This new adjustable design ensures that our entire CL Series can now accommodate a wider range of vehicles, while providing your technicians with more space to work efficiently. Add flexibility to your shop with the enhanced width and height adjustability.

- Narrow:** Space Constraints or Express Pads configuration
- Universal:** Cars, SUVs, Trucks, Most Electric Vehicles
- Wide:** Optimal for Cars, EVs and Luxury vehicles

\*The CL10A can also be set at the current 11' 10" width.

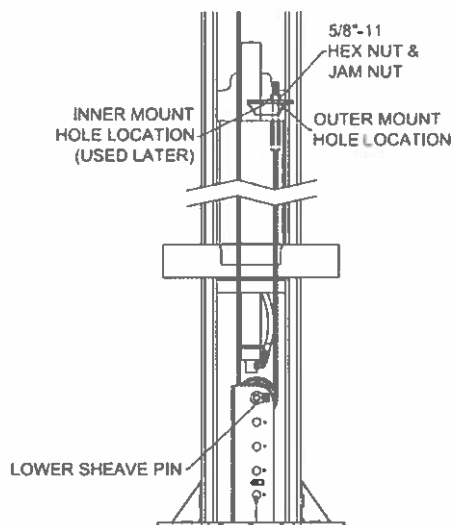


# ADJUSTABLE WIDTH SET-UP

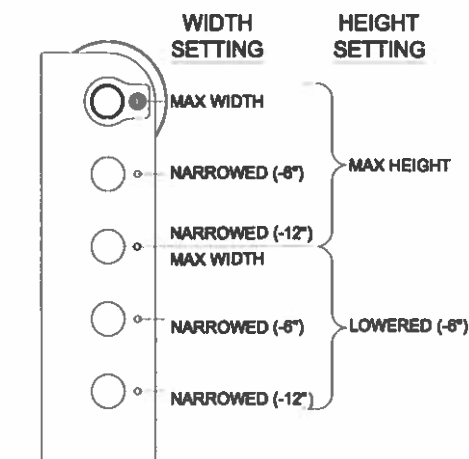
This page features excerpts from the manual. Please refer to the installation and operation manual for complete installation of the CL10AV3.

## Lift Preparation:

1. With the column assemblies lying flat, remove cable and hose rolls from inside the columns and manually push carriages up to gain access to sheave at base of column.
2. Remove hex bolt and sheave pin from sheave bracket, **Fig. 2**
3. Determine the sheave location on the lower bracket based on the overall height and width of lift at its chosen configuration. See **Fig. 3** below.



**Fig. 2 - Cable Routing Layout**

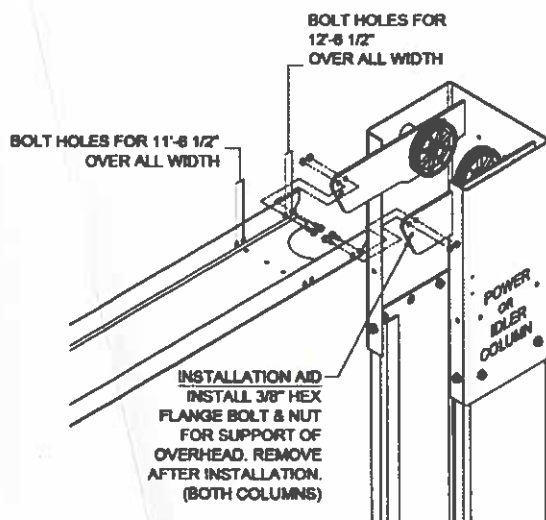


**Fig. 3 - Sheave Position in Lower Bracket**

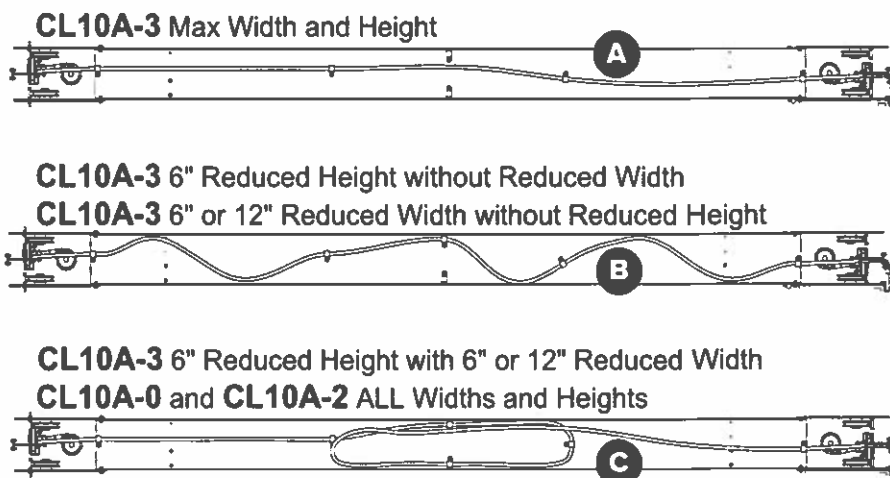
## Overhead:

1. Before raising overhead into position install 4 (2 per column) hex flange bolts and nuts in middle hole of column extension for temporary support of overhead. Lift overhead assembly up into position and install with 8 (4 per column) 3/8-16 x 3/4" lg hex flange bolts and hex flange nuts per side as shown in **Fig. 8**.

► For the max width position, the outer overhead holes will be used. For the (-6") width, one set of outer overhead holes and one set of inner overhead holes will be used. For the (-12") width, the inner set of overhead holes will be used.



**Fig. 8 - Overhead Assembly**



**Fig. 13c - Hose Routing, Overhead**



**DOCUMENT:** DPW SSFM Weekly Wednesday Meeting

**LOCATION:** DPW Directors Office

**DATE:** Wednesday, April 30, 2025

**TIME:** Start: 0900 End: 0953

**ATTENDEES:**

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Linda Ibanez	LI
BBMR	Lester Carlson	LC
GEDA	Tina Garcia	TG
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Ed Hipolito	EH
SSFM	Leila Ludwig	LL

**DPW SSFM Weekly Wednesday Meeting  
Wednesday, April 30, 2025 0900  
DPW Directors Office**

- I. CALL TO ORDER  
0900 called to order by VA (DPW)
- II. UNFINISHED BUSINESS
  - A. RFP STATUS-
    - i. Addendum Legal Review Status- Due Out Wednesday, April 30, 4pm  
**Addendum I has been approved by Tom Keeler of the Office of the Attorney General (OAG) and is now ready for distribution.**  
Determination Letter- Revise to include SSHS/ JFK double sessions causing lost school hours and include w/ Addendum (GDOE Assistant AG)  
**The attached template was provided for review and reference.**
    - ii. Response Due Today at 4pm
  - B. Contracts (Lease back, O&M, Demolition)
  - C. Government Negotiation Team  
**Addendum I will be distributed by John Calanayan (DPW). LL (SSFM) will prepare a template response for the release of Addendum I.**
- III. NEW BUSINESS
  - A. DRAFT Press Release on Progress  
**The final press release, dated May 2, has been attached for reference.**

VA (DPW) and GLG (SSFM) outlined the forthcoming steps in the evaluation process :

- **Preparation of Evaluation Guidelines:**
  - LL (SSFM) will draft a memorandum addressed to Evaluation Committee Members (ECMs) and Subject Matter Experts (SMEs).
  - The memorandum will detail the evaluation timeline and procedures to ensure all participants are informed and aligned.
- **ECM Self-Review Sessions:**
  - These sessions are scheduled to commence at the DPW Highway Conference Room.
  - SSFM will coordinate all logistical aspects, incorporating dual custody procedures between SSFM and DPW to maintain document security.

VA (DPW) has requested that audio recordings be made of these sessions to ensure accurate record-keeping.

- **Presentations and Interviews:**
  - Scheduled to take place at the Guam Economic Development Authority (GEDA) Conference Room.

VA (DPW) has requested both audio and video recordings of these sessions to capture comprehensive records.

- **Logistical Arrangements:**
  - LL (SSFM) will be responsible for managing logistics for both the self-review sessions and the presentations/interviews.
  - Responsibilities include providing microphones, sign-in sheets, highlighters, pens, banker boxes, signage, room setup, ensuring PowerPoint availability, and establishing a secure phone storage area.

IV. ACTION ITEMS  
SEE BELOW

V. NEXT MEETING  
Wednesday, May 5, 0900 at the DPW Directors Office

VI. ADJOURN  
0953

\*\*\*\*

#### **UPCOMING MILESTONES**

- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.

- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm,** Vetting Proposals
- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 3 :** Convene RFP Evaluation Committee
- **Wednesday, June 4 to Thursday, June 5 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice

**ACTION ITEMS:**

Description	Responsible Person	Due Date
<b>Draft Addendum I Verbiage for Distribution for John Calanayan (DPW)</b>	Leila Ludwig (SSFM)	250430
<b>Addendum I Email Distribution to Proposers</b>	John Calanayan (DPW)	250430
<b>Memo to Evaluation Committee Members: Timeline</b>	Leila Ludwig (SSFM)	250519
<b>Memo to Subject Matter Experts: Responsibilities and Timeline</b>	Leila Ludwig (SSFM)	250519
<b>Reserve GEDA Conference Room for presentation and interviews</b>	Leila Ludwig (SSFM)	250430
<b>Logistics preparation for Proposers Interviews and Self Evaluation for ECMs</b>	Leila Ludwig (SSFM)	250527

May 6, 2025

*Prepared & submitted by:*

SSFM International, INC.

Leila Ludwig

***Project Coordinator***

**DPW SSFM Weekly Wednesday Meeting  
Wednesday, May 07, 2025 0900  
DPW Directors Office**

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- I. CALL TO ORDER
- II. MINUTES:
  - a. April 22, 2025 – BBMR
  - b. April 23, 2025 – GEDA
  - c. April 25, 2025 – DPW Directors Office
  - d. April 30, 2025 – DPW Directors Office
- III. UNFINISHED BUSINESS
  - a. RFP Submittal Logistics
  - b. Review of Draft Letters:
    - i. Evaluation Team Responsibilities
    - ii. SME Responsibilities
    - iii. Selection notice and Interview Times
    - iv. Notice of Intent to Award
    - v. Rankings Notification
  - c. Presentations and Interview Slots
- IV. NEW BUSINESS
  - a. No Cost Change Order
- V. ACTION ITEMS
- VI. NEXT MEETING
  - a. Wednesday, May 14, 2025, 0900 DPW Directors Office
- VII. ADJOURN

\*\*\*\*

**UPCOMING MILESTONES**

- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm,** Vetting Proposals
- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 3 :** Convene RFP Evaluation Committee
- **Wednesday, June 4 to Thursday, June 5 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice



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*

*From - main meeting  
& explanation*

## MEMORANDUM TO FILE

**To:** Evaluation Committee Members  
**From:** Vincent P. Arriola, DPW Director - *+ Simon*  
**Subject:** Evaluation Schedule and Guidelines  
**Date:**

Håfa Adai Evaluation Committee Members,

We would like to inform you of the schedule and expectations for the upcoming proposal evaluation process.

① **Self-Review Period:** - *Cap*

**Dates:** Friday, May 30 – Monday, June 2

**Time:** 8:00 AM – 5:00 PM

**Location:** FHWA Conference Room, 2<sup>nd</sup> Floor DPW FHWA Building

During this period, you may access and review the proposals at any time between 8:00 AM and 5:00 PM. Please be advised of the following guidelines:

- Cell phones must be placed in a designated secure holding place and will not be accessible during your review session. Cell phones will be returned after your review is completed.
- Basic materials (highlighters, pens, pencils) will be provided.
- Please refrain from discussing the proposals with other committee members during this review process.

② **Subject Matter Expert (SME) Session:**

**Date:** Tuesday, June 3

**Time:** 9:00 AM – 12 Noon

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

You will have the opportunity to ask questions directly to each Subject Matter Expert (SME) during this session.

③ **Presentations and Interviews:**

**Dates:** Wednesday, June 4 – Thursday, June 5

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

We will conduct presentations and interviews with the proposers during these dates.

If you have any questions or need further clarification, please do not hesitate to reach out.

**Si Yu'us Ma'åse'**

VINCENT P. ARRIOLA  
***DPW Director***

Dr. Erik Swanson  
***GDOE Superintendent***





*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*

**TO:** All Subject Matter Experts (SMEs)

**FROM:** Vince Arriola, Director

**DATE:**

**SUBJECT:** SMEs Responsibilities – New Simon Sanchez High School Project No. 730-5-1059-L-YIG

This is to inform you that Subject Matter Expert (SME) Responsibilities for the New Simon Sanchez High School Project, Project No. 730-5-1059-L-YIG Three consecutive days of in-person meetings are scheduled from June 3 through June 5, 2025, beginning at 8:00 AM and concluding at 5:00 PM each day. As a designated SME, you are requested to provide a brief training and introduction into Procedural, Finance, Construction and Operations and Maintenance to the Evaluation Committee Members (ECMs).

The sessions will be held at:


**GEDA Conference Room**  
**5th Floor, ITC Building**  
**Tamuning, Guam**

**Time:** [Start Time] to [End Time]

The evaluation process aims not only to assess the qualifications of each proposer, but to also identify a true partner—a firm that demonstrates a shared commitment, accountability, innovation, and the long-term success of the New Simon Sanchez High School project.

As such, SMEs will play a critical role in helping the ECMs evaluate each offeror's capacity to serve as a collaborative, reliable, and technically proficient partner in the following categories:

- Procedural – Ability to align with public procurement processes, reporting requirements, and government transparency standards.
- Finance – Demonstrated financial stability, realistic and responsible cost models, and long-term financial stewardship.
- Construction – Capacity to deliver quality, code-compliant, and timely construction, while addressing site-specific and operational needs.
- Operations & Maintenance (O&M) – Proven approach to sustainable, efficient long-term operations, preventive maintenance, and public facility support.

Each ~~ECM~~  will be given time to thoroughly review the proposals in advance. During the session, they will pose questions aloud to the SMEs based on their review and concerns within your area

of expertise. You are expected not only to provide responsive answers but also to help guide the committee's understanding of the technical or nuanced aspects of your subject matter.

If you require any technical accommodations—such as PowerPoint connectivity, audiovisual equipment, or other presentation tools—please notify us in advance. We will make the necessary arrangements to ensure your participation is fully supported.

Should you have any questions or need further information, please contact Leila Ludwig at (671) 788-8330 or [lludwig@ssfm.com](mailto:lludwig@ssfm.com).

Thank you for your continued support, professionalism, and valuable contributions to this critical project

**Si Yu'us Ma'åse'**

VINCENT P. ARRIOLA  
*Director*



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

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



**VINCENT P. ARRIOLA**  
*Director*

**LINDA J. IBANEZ**

*Deputy Director*

**ERNEST G. CANDOLETA, JR.**

*Deputy Director*

**TO:**

**FROM:** Vince Arriola, DPW Director

**DATE:**

**SUBJECT:** Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

This letter serves to confirm the scheduling of Interview and Presentation Sessions for the New Simon Sanchez High School Project, Project No. 730-5-1059-L-YIG.

Sessions are scheduled as follows:

**Date:**

**Time:**

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

Participants will be required to present their proposals and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time limits and Q&A sessions will be strictly adhered to.
- If audiovisual support (e.g., PowerPoint access, microphones, or other equipment) is needed, please notify [Insert Contact Name] by [Insert Deadline].
- All presenters must check in and sign the attendance sheet upon arrival.
- A secure phone storage area will be available for confidentiality purposes.
- Sessions will be subject to dual audio and video recording as requested by the Department of Public Works (VA/DPW).

For any questions or additional assistance, please contact Leila Ludwig at 671-788-8330 or via email at [lludwig@ssfm.com](mailto:lludwig@ssfm.com) Thank you for your cooperation and commitment to this critical phase of the project.

**Si Yu'us Ma'åse'**

*Shannon ... 6006*

**VINCENT P. ARRIOLA**  
*Director*



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

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



*Director*  
**LINDA J. IBANEZ**  
*Deputy Director*  
**ERNEST G. CANDOLETA JR.**  
*Deputy Director*

[Date]

[Proposer]

[Address]

Attn: [Proposer POC]  
[POC Title]

**Subject: RFP for New Simon Sanchez FDDBLM – Project No. 730-5-1059-L-YIG**

Dear [Proposer POC],

The Department of Public Works evaluation committee has completed their evaluation of the proposals submitted in response to the advertised RFP. We are pleased to inform you that, [Proposer] has been selected as the No.1 ranking offeror. Accordingly, this letter will serve as DPW's notice of intent to award your team.

Therefore, as No. 1 ranking offeror, your firm shall submit your Fee Proposal within seven (7) days after you received this letter and will be participating further in the Request for Proposal process, Contract Negotiations. Negotiations will begin on **Date plus 10 days**.

Thank you very much for <sup>your</sup> the impressive RFP submittal. The time and effort your firm and staff expended is sincerely appreciated.

**VINCENT P. ARRIOLA**  
Director of Public Works



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

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



*Director*  
**LINDA J. IBANEZ**  
*Deputy Director*  
**ERNEST G. CANDOLETA JR.**  
*Deputy Director*

[Date]

**Proposer**  
**Address**

**Attn: [Proposer POC]**

**Subject: RFP for New Simon Sanchez High School FDDBLM- Project No.730-5-1059-L-YIG**

Dear [Proposer],

Thank you very much for your participation with your firm's Request for Proposal submittal. The time and effort your company and staff expended is sincerely appreciated.

Upon the completion of the evaluation of the submittal, we wish to inform you of the ranking of your firm as [No. 2,3], by the DPW evaluation committee. Although your Proposal will not be subject for contract negotiations at this time, please be advised that DPW wishes to retain your proposal as the initial evaluation may not exclude your proposal from further consideration.

Department of Public Works appreciates your interest with our Capital Improvement Projects and looks forward to your participation and future opportunities to work with your firm.

**VINCENT P. ARRIOLA**  
Director of Public Works

**DPW SSFM Weekly Wednesday Meeting  
Wednesday, April 30, 2025 0900  
DPW Directors Office**

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- I. CALL TO ORDER
- II. UNFINISHED BUSINESS
  - A. RFP STATUS-
    - i. Addendum Legal Review Status- Due Out Wednesday, April 30, 4pm
    - ii. Determination Letter- Revise to include SSHS/ JFK double sessions causing lost school hours and include w/ Addendum (GDOE Assistant AG)
    - iii. Response Due Today at 4pm
  - B. Contracts (Lease back, O&M, Demolition)
  - C. Government Negotiation Team
- III. NEW BUSINESS
  - A. DRAFT Press Release on Progress
- IV. ACTION ITEMS
- V. NEXT MEETING
- VI. ADJOURN

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**UPCOMING MILESTONES**

- **Wednesday, April 30, 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm,** Vetting Proposals
- **Wednesday, May 28:** Contact Interviews to confirm their presentation time slots
- **Friday, May 30, Saturday May 31, Monday June 02 8am-5pm:** Self- Review ECMs
- **Tuesday, June 3 :** Convene RFP Evaluation Committee
- **Wednesday, June 4 to Thursday, June 5 :** Presentations and Interviews
- **Friday, June 20:** Anticipated Selection Notice



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

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



**LINDA J. IBANEZ**  
*Deputy Director*

**ERNEST G. CANDOLETA, JR.**  
*Deputy Director*

## **MEMORANDUM TO FILE**

April 25, 2025

**FROM:** Vince P. Arriola; Director, Department of Public Works.

**SUBJECT:** DETERMINATION TO NOT EXETNED RFP SUBMITTAL DATE

**PROJECT:** NEW SIMON SANCHEZ HIGH SCHOOL- FINANCE, DEMOLTION, DESIGN, BUILD, LEASE/LEASEBACK & INSURE/CAPITAL/ MAINTENANCE (FDDBLM); PROJECT NO. 730-5-1059-L-YIG

### **Background**

Pursuant to the issuance of the Request for Proposals (RFP) for the New Simon Sanchez High School Project, the Department of Public Works (DPW) conducted a mandatory Pre-Proposal Conference and Site Visit. Of the thirty (30) attendees, three (3) potential proposers submitted formal written requests to extend the RFP proposal submission deadline. The requested extensions ranged from thirty (30) to sixty (60) days and were submitted prior to the deadline for written questions and clarifications.

### **Determination**

The Government of Guam is looking for a qualified long-term partner and after a careful review of the requests and relevant procurement regulations, I have determined that an extension of the proposal submission deadline is not warranted. This determination is based on the following considerations:

#### **1. Statutory Compliance**

The RFP provided a sixty (60) day response period from issuance to the proposal deadline. This far exceeds the minimum notice period required under Guam Procurement Law (5 GCA §5211(c)(1)). Thus, the solicitation complies with — and in fact exceeds — statutory timing requirements.

#### **2. Transparency and Notice to Market**

The procurement and intent to rebuild Simon Sanchez High School has been publicly discussed and widely reported for several years:

- On **September 26, 2024**, local media reported the recruitment of a construction manager for the project.
- On **November 17, 2024**, media coverage highlighted DPW's intent to release the RFP by the end of the year.

- On **March 14, 2025**, the government issued a press release and Frequently Asked Questions document to inform and prepare potential developers.
- On **March 28, 2025**, the RFP was made available to public.
- A fully developed 100% design prepared by TRMA was integrated into the RFP program documentation, minimizing ambiguity and streamlining proposer response requirements.

**3. Legislative Mandate and Urgency**

The enactment of Public Law 37-22 (July 2023) provides a legislative mandate to expedite the reconstruction of Simon Sanchez High School. The statute, along with the support of the Guam Economic Development Authority (GEDA), underscores the urgent and strategic importance of this project to the island's public education infrastructure.

**4. Qualifications-Based Procurement**

This RFP is issued as a qualifications-based procurement. As such, proposers are expected to demonstrate core competencies, financial strength, and experience — rather than relying on extensive technical drafting or proposal development — further supporting the reasonableness of the timeline provided.

Conclusion: In consideration of the above, I find that:

- The proposal submission deadline meets all legal requirements;
- The timing is consistent with long-standing notice and public communication;
- The nature and structure of the procurement justifies the current timeline; and
- Granting an extension would unreasonably delay a critical public infrastructure project that has already experienced significant postponement.

For these reasons, the Department of Public Works denies the requests to extend the proposal submission deadline.

This memorandum shall be maintained in the procurement record to provide a clear administrative rationale in the event of a protest or judicial review.

VINCENT P. ARRIOLA  
Director





Erica Taitano <erica.taitano@dpw.guam.gov>

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**New SSHS - Addendum I Project No. 730-5-1059-L-YIG**

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**lani flores** <flores.lani@gmail.com>

Wed, Apr 30, 2025 at 7:08 PM

To: Erica Taitano <erica.taitano@dpw.guam.gov>

Confirmed receipt.

Best regards,

Lani Flores



**113 ET Calvo Memorial Parkway Tamuning, Guam 96913**

**1-671-646-1571**

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Erica Taitano &lt;erica.taitano@dpw.guam.gov&gt;

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**New SSHS - Addendum I Project No. 730-5-1059-L-YIG**

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**Ken San Nicolas** <ken.sn@pfmgum.com>  
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Wed, Apr 30, 2025 at 9:51 PM

Ken,

Thank you for including me in this important update. I have reviewed Addendum I and confirmed receipt.

Si Yu'us Ma'ase.

Ken San Nicolas  
[ken.sn@pfmgum.com](mailto:ken.sn@pfmgum.com)

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