REQUEST FOR PROPOSALS

FOR

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

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

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

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

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GOVERNMENT OF GUAM

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: 3/21/25

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: 3-21-25

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

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

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

REQUEST FOR PROPOSAL

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

RFP documents will be available starting **Friday, March 28, 2025**, at the **Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW** for a **non-refundable fee of $25.00**. Payment must be made at the **Treasurer of Guam,** located at DPW, and a receipt must be presented to obtain the documents. Upon obtaining the RFP, Proposers must complete and return the **Acknowledgment of Receipt Form (Attachment 7)** to DPW. Failure to submit this form will result in the Proposer's disqualification as being non-responsive.

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

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

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

VINCENT P. ARRIOLA
Director

Project Name: RFP FOR NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE. DEMOLITION. DESIGN. BUILD. LEASIULEASE.BACK & INSURE/CAPITAL MAINTENANCE
Project No.: 730-5-1059-L-YIG

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

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

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Attachments

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

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS
ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION
ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS
ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES
ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS
ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION
ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM
ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS
ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

I. PROJECT OVERVIEW

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

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

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

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

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

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

II. TERM AND TIME OF PERFORMANCE

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

III. SCOPE OF SERVICES

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

IV. COMMUNICATION REGARDING THE RFP

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

V. PROPOSAL PACKAGE REQUIREMENTS

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

VI. PROPOSAL SUBMITTAL

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

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

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

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

2. Contents

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

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

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

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

Section 3: Cover Letter (max. 1 page)

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

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

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

c) You must also indicate whether you are operating as an individual proprietorship, partnership, corporation, or joint venture.

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

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

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

Section 4- Personnel Experience and Qualifications

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

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

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

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. Include A&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 KÅHAT 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 toto receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda from DPW regarding this RFP.

X. AMENDMENTS

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

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

XI. PRE-PROPOSAL CONFERENCE

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

XII. PRE-PROPOSAL QUESTIONS

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

XIII. EXPLANATION TO PROPOSERS

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

XIV. DPW's ANSWERS

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

XV. WITHDRAWAL OF PROPOSALS

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

XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVII. NO LATE PROPOSALS

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

XVIII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

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 1).* As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation that have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available

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

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

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

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

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

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

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

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

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

XXXIII. OPENING OF PROPOSALS

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

XXXIV. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

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

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

Evaluation Process

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

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

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

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer

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

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

XXXV. EVALUATION CRITERIA

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

XXXVI. EVALUATION, RATING AND SELECTION TABLE

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

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

EVALUATION CRITERIA	MAX SCORE	SCORE
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.*	**10**	
TOTAL POINTS	**100**	

XXXVII. INDIVIDUAL EVALUATION FORM

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

XXXVIII. SUMMARY EVALUATION FORM

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

XXXIX. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

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

XL. NEGOTIATION AND AWARD OF CONTRACT

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

Contract negotiations will be directed towards:

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

XLI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

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

XLII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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

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

XLIII. NOTICE OF AWARD

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

XLIV. AWARDING OF CONTRACT

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

XLV. COMMENCEMENT OF WORK

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

XLVI. DEFINITIONS

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

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **Notice** as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.
- **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.

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com> Thu, May 1, 2025 at 1:16 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Thank you. Received.

On Wed, Apr 30, 2025 at 6:59 PM Erica Taitano <erica.taitano@dpw.guam.gov> wrote:
[Quoted text hidden]

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Richard Chi <chi@futureworldguam.com> Thu, May 1, 2025 at 2:15 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Ms. Erica Taitano,

Received and thank you.

Richard Chi
Future World Corporation

Sent from my Galaxy

------ Original message ------
From: Erica Taitano <erica.taitano@dpw.guam.gov>
Date: 4/30/25 6:59 PM (GMT+10:00)
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, SangCalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, lacee.guerrero@pfmguam.com, flores.lani@gmail.com, arnoldfelizardo@futureworldguam.com, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, jpaguigan@yahoo.com, Gene Bangayan <GeneBangayan@jbmoderntech.com>, roberto.phil@gmail.com, davidsuwon@gmail.com, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <Eprudente@traguam.com>, jesse.munoz@morricoequipment.com, jeff@pdsguam.com, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

[Quoted text hidden]

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Christina Leon Guerrero <christina.lg@morricoequipment.com> Thu, May 1, 2025 at 8:10 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Received with thanks.

Regards,

Christina Leon Guerrero
Rental Sales Manager
C:(671) 683-6867
O:(671) 649-1946

MORRICO EQUIPMENT
35 YEARS
197 Ypao Road, Tamuning Guam 96913
671.649.1946
morricoequipment.com
atkinskroll
An Inchcape Company

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com <kier.cubalan@coretechintl.com>; jessica@pdsguam.com <jessica@pdsguam.com>; darren.palmes@pacificrimgc.com <darren.palmes@pacificrimgc.com>; SangCalalang@gmail.com <SangCalalang@gmail.com>; studiojaeji@gmail.com <studiojaeji@gmail.com>; seluzano@gmail.com <seluzano@gmail.com>; lacee.guerrero@pfmguam.com <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com <flores.lani@gmail.com>; arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com>; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com <jpaguigan@yahoo.com>; Gene Bangayan <GeneBangayan@jbmodemtech.com>; roberto.phil@gmail.com <roberto.phil@gmail.com>; davidsuwon@gmail.com <davidsuwon@gmail.com>; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com <austinesuva@tri-spec.com>; cpanergo.tri-spec@gmail.com <cpanergo.tri-spec@gmail.com>; ramir.javelosasr@coretechintl.com <ramir.javelosasr@coretechintl.com>; Elmer Prudente <Eprudente@traguam.com>; Jesse Munoz <jesse.munoz@morricoequipment.com>; jeff@pdsguam.com <jeff@pdsguam.com>; rodilpalomares@futureworldguam.com <rodilpalomares@futureworldguam.com>; esalvador@triconcorp.com <esalvador@triconcorp.com>; chi@futureworldguam.com <chi@futureworldguam.com>; Christina Leon Guerrero <christina.lg@morricoequipment.com>; msanlybaladad@engeo.com <msanlybaladad@engeo.com>; tjoo@easternpacificec.com <tjoo@easternpacificec.com>; itulop.catalystguam@usa.com <itulop.catalystguam@usa.com>; ken.sn@pfmguam.com <ken.sn@pfmguam.com>; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com <glenlg@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

[Quoted text hidden]

Gmail

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

250424 DPW LETTER OF DETERMINATION NO EXTENSION

Tom Keeler <tkeeler@oagguam.org> Thu, May 1, 2025 at 9:04 AM
To: Joseph W Duenas <jduenas@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>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tina Garcia <cgarcia@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Donna Herrero <donna.herrero@dpw.guam.gov>

Private and Confidential

Folks,

I concur with Lester Carlson's comments on the propopsed Determination. Also, it is appropriate for Director Arriola to issue Determinations on all significant decisions during the procurement.

Please contact me if you have any questions.

Thanks.

Regards,

Tom

Thomas P. Keeler
Assistant Attorney General
Cell: 488-3232

On Thu, Apr 24, 2025 at 11:08 AM Joseph W Duenas <jduenas@ssfm.com> wrote:

> Hi Director Arriola,
>
> After yesterday's meeting and the decision to not issue a time extension, we have drafted a DPW Letter of Determination that you may wish to sign and include in the DPW Procurement File.
>
> The DRAFT Letter of Determination gives the logic behind the decision.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

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Gmail

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

250424 DPW LETTER OF DETERMINATION NO EXTENSION

Joseph W Duenas <jduenas@ssfm.com> Thu, Apr 24, 2025 at 11:18 AM
To: Lester Carlson <lester.carlson@bbmr.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>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Tina Garcia <cgarcia@investguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Donna Herrero <donna.herrero@dpw.guam.gov>

Hi Lester- Thanks for the feedback.

Hi Director Arriola- Please see the attached DRAFT as there was a typo on the first.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

From: Lester Carlson <lester.carlson@bbmr.guam.gov>
Sent: Thursday, April 24, 2025 11:16 AM
To: Joseph W Duenas <jduenas@ssfm.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>; Tom Keeler <tkeeler@oagguam.org>; Tina Garcia <cgarcia@investguam.com>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Donna Herrero <donna.herrero@dpw.guam.gov>
Subject: Re: 250424 DPW LETTER OF DETERMINATION NO EXTENSION

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

Letter is well written and I especially like the historical recap, this RFP did not happen overnight and was well publicized. The reference to the qualifications was extremely important to point out

I have no further comments on this well written determination, thank you!

On Thu, Apr 24, 2025 at 11:08 AM Joseph W Duenas <jduenas@ssfm.com> wrote:

> Hi Director Arriola,
>
> After yesterday's meeting and the decision to not issue a time extension, we have drafted a DPW Letter of Determination that you may wish to sign and include in the DPW Procurement File.
>
> The DRAFT Letter of Determination gives the logic behind the decision.
>
> Thanks,
>
> Joe
>
> Joseph W. Duenas, ENV SP | Pacific Area Manager
>
> SSFM International
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> Innovate | Adapt | Sustain
>
> 215 Rojas Street, Suite 213 | Harmon, Guam 96913
> T 671.646.7736 | F 671.300.7738
> jduenas@ssfm.com | www.ssfm.com
>
> *"Do not go where the path may lead, go instead where there is no path and leave a trail."* – Ralph Waldo Emerson
>
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250424 JDUENAS DPW LETTER OF DETERMINATION NO EXTENSION .docx
122K

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

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

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

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

MASE Admin <admin@maseconstructionguam.com> Thu, May 1, 2025 at 10:36 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>
Cc: John Calanayan <john.calanayan@dpw.guam.gov>, tess ampong <tess_ampong@yahoo.com>, tess.esma@maseconstructionguam.com, ferdi.lazaga@maseconstructionguam.com, fmlazaga@yahoo.com

Hi Erica,

Acknowledging receipt, thank you!

Best Regards,
MASE Admin
Sent from my iPhone

> On Apr 30, 2025, at 6:59 PM, Erica Taitano <erica.taitano@dpw.guam.gov> wrote:
>
> [Quoted text hidden]

2 attachments

NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, LEASE,LEASEBACK & INSURE,CAPITAL MAINTENANCE (FDDBLM) ADDENDUM NO. 1.pdf
452K

SSHS Addendum No. 1 - signed.pdf
4375K

Gmail Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Darren Palmes <darren.palmes@pacificrimgc.com> Thu, May 1, 2025 at 10:41 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Hi Erica,

Confirming receipt of this email.

Thank you.

Kind regards,

Darren W. Palmes
Marketing and Organizational Development Coordinator
M. +1 (671) 797-5273 | O. +1 (671) 989-9960
Ste.308 Baltej Pavilion | 415 Chalan San Antonio | Tamuning, Guam 96913
www.pacificrimgc.com

PACIFIC RIM
Construction | Development | Facility Management

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From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com <kier.cubalan@coretechintl.com>; jessica@pdsguam.com <jessica@pdsguam.com>; Darren Palmes <darren.palmes@pacificrimgc.com>; SangCalalang@gmail.com <SangCalalang@gmail.com>; studiojaeji@gmail.com <studiojaeji@gmail.com>; seluzano@gmail.com <seluzano@gmail.com>; lacee.guerrero@pfmguam.com <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com <flores.lani@gmail.com>; arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com>; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com <jpaguigan@yahoo.com>; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com <roberto.phil@gmail.com>; davidsuwon@gmail.com <davidsuwon@gmail.com>; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com <austinesuva@tri-spec.com>; cpanergo.tri-spec@gmail.com <cpanergo.tri-spec@gmail.com>; ramir.javelosasr@coretechintl.com <ramir.javelosasr@coretechintl.com>; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com <jesse.munoz@morricoequipment.com>; jeff@pdsguam.com <jeff@pdsguam.com>; rodilpalomares@futureworldguam.com <rodilpalomares@futureworldguam.com>; esalvador@triconcorp.com <esalvador@triconcorp.com>; chi@futureworldguam.com <chi@futureworldguam.com>; christina.lg@morricoequipment.com <christina.lg@morricoequipment.com>; msanlybaladad@engeo.com <msanlybaladad@engeo.com>; tjoo@easternpacificec.com <tjoo@easternpacificec.com>; itulop.catalystguam@usa.com <itulop.catalystguam@usa.com>; ken.sn@pfmguam.com <ken.sn@pfmguam.com>; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com <glenlg@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

You don't often get email from erica.taitano@dpw.guam.gov. Learn why this is important

[Quoted text hidden]

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

jacinto paguigan <jpaguigan@yahoo.com> Thu, May 1, 2025 at 11:16 AM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, "jessica@pdsguam.com" <jessica@pdsguam.com>, darren.palmes@pacificrimgc.com, "SangCalalang@gmail.com" <sangcalalang@gmail.com>, "studiojaeji@gmail.com" <studiojaeji@gmail.com>, seluzano@gmail.com, lacee.guerrero@pfmguam.com, "flores.lani@gmail.com" <flores.lani@gmail.com>, arnoldfelizardo@futureworldguam.com, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, "roberto.phil@gmail.com" <roberto.phil@gmail.com>, "davidsuwon@gmail.com" <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <eprudente@traguam.com>, jesse.munoz@morricoequipment.com, "jeff@pdsguam.com" <jeff@pdsguam.com>, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, "apanergo.trispec@gmail.com" <apanergo.trispec@gmail.com>, Erica Taitano <erica.taitano@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>

Hi Ms. Erica;

Confirming receipt of your email.
Please reply upon receipt of this confirmation.

Thank you.

Regards,
Jacinto Paguigan
J&B Moderntech

On Wednesday, April 30, 2025 at 06:59:47 PM GMT+10, Erica Taitano <erica.taitano@dpw.guam.gov> wrote:

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.pôppppp

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase
[Quoted text hidden]

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Jae Ji <studiojaeji@gmail.com> Thu, May 1, 2025 at 11:31 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

RECEIVED.
[Quoted text hidden]

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Phil Roberto <roberto.phil@gmail.com> Fri, May 2, 2025 at 10:30 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Addendum No. 1 received by General Pacific Services and CapFA

On Wed, Apr 30, 2025 at 6:59 PM Erica Taitano <erica.taitano@dpw.guam.gov> wrote:
[Quoted text hidden]

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Robert Marzan <rmarzan@bmesons.com> Fri, May 2, 2025 at 11:19 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Rai Galang <raigalang@bmesons.com>

Hi Ms. Erica,

This is to acknowledge the receipt of your email.

While we truly appreciate receiving these updates from your team, we regret to formally inform you that we will no longer be participating in the bidding for this project. As previously communicated via text message a few weeks ago, our bidding capacity is nearing its limit. Unfortunately, this restricts our ability to take on large-scale projects at this time, particularly during this period.

Please be informed that we remain interested to upcoming projects of DPW, and we kindly requests that you continue to consider us for any of your future projects that may align with our capacity and expertise.

Hoping for your kind understanding.

Thank you and best regards,

ROBERT MARZAN, JR.

Project Estimator

BME & Sons, Inc.

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; SangCalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; lacee.guerrero@pfmguam.com; flores.lani@gmail.com; arnoldfelizardo@futureworldguam.com; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com; davidsuwon@gmail.com; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com; jeff@pdsguam.com; rodilpalomares@futureworldguam.com; esalvador@triconcorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; itulop.catalystguam@usa.com; ken.sn@pfmguam.com; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

[Quoted text hidden]
[Quoted text hidden]

Gmail

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

DPW SSHS: SSFM March 2025 Client Status Report and CM Invoice

Ed Hipolito <ehipolito@ssfm.com> Fri, May 2, 2025 at 11:36 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi John,

06 MAY 2025

Please find attached the March 2025 Client Status Report along with our CM Invoice for your review and processing.

Feel free to let me know if you have any questions or need additional information.

Regards,

Ed Hipolito, PE, TE| Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 671.646.7736 | M 671.488. 8325| F 671.300.7738

ehipolito@ssfm.com | www.ssfm.com

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2 attachments

250415 DPW SSHS Invoice 003 (002).pdf
425K

250428 DPW Simon Sanchez HS CM CSR 003.pdf
6005K

SSFM INTERNATIONAL, INC.
215 Rojas St., Ste. 213
Harmon, Guam 96913
Phone: (671) 646-7736
Fax: (671) 300-7738

Project Managers, Planners & Engineers
American Consulting Engineers Council, Member

April 15, 2025

2024_003.000

Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attn: Mr. Vincent P. Arriola, Director
Project: Professional Construction Management Services for the Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG

For services rendered thru: **3/1/25 - 3/31/25** **Billing No. 003**

Phase	Fee	% Complete	Work to Date	Previous Billing	This Billing
Construction Management	$7,950,055.44	7.15%	**$568,352.83**	**$472,575.08**	$95,777.75
SUBTOTAL	$7,950,055.44		$568,352.83	$472,575.08	$95,777.75
				TOTAL DUE	**$95,777.75**

I certify that the above bill is correct and just and that payment has not been received.

SSFM INTERNATIONAL, INC.

Ed Hipolito
Project Manager

SIMON SANCHEZ HIGH SCHOOL CM SERVICES

3/31/2025
2024_003.000

CONSTRUCTION DURATION = **30 Months**

DURATION	MONTHS	1 FTE SUBTOTAL	YR 1	YR 2	YR 3
Preconstruction	1	173	173		
Construction	0	0	-4160	2080	2080
Post Construction	0	0			
	1				

CATEGORIES	*Direct Rate*	*184%*	*15%*
Principal	$82.00	$232.88	$267.81
Project Manager	$75.00	$213.00	$244.95
Resident Engineer	$75.00	$213.00	$244.95
Deputy Resident Engineer	$60.00	$170.40	$195.96
BIM Manager	$50.00	$142.00	$163.30
Construction Inspector	$50.00	$142.00	$163.30
Scheduler	$55.00	$156.20	$179.63
Document Specialist	$28.00	$79.52	$91.45

BASE FEE ESTIMATE: **$95,777.75**
(Base Labor + ODC)

BREAKDOWN

PRINCIPAL	$9,283.97
BIM	$0.00
CONSTRUCTION MANAGEMENT	$81,705.03
TAX	$4,788.75
ESTIMATED CONSTRUCTION COST:	**$150,000,000.00**
	0.1%

LABOR ESTIMATE	Principal	Project Manager	Resident Engineer	Deputy Resident Engineer	BIM Manager	Construction Inspector	Construction Inspector	Construction Inspector	Scheduler	Document Specialist	SUBTOTAL
Direct Labor Rates per Hour, Yr 1>>	$267.81	$244.95	$244.95	$195.96	$163.30	$163.30	$163.30	$163.30	$179.63	$91.45	
Direct Labor Rates per Hour, Yr 2>>	$275.85	$252.30	$252.30	$201.84	$168.20	$168.20	$168.20	$168.20	$185.02	$94.19	
Direct Labor Rates per Hour, Yr 3>>	$284.12	$259.87	$259.87	$207.89	$173.24	$173.24	$173.24	$173.24	$190.57	$97.02	
Pre Construction	*20%*	*50%*	*100%*	*0%*	*0%*	*0%*	*0%*	*0%*	*10%*	*100%*	
	35	87	173	0	0	0	0	0	17	173	$83,159.00
	$9,283.97	$21,228.59	$33,965.75	$0.00	$0.00	$0.00	$0.00	$0.00	$2,830.48	$15,850.68	
Construction	*5%*	*50%*	*100%*	*100%*	*0%*	*100%*	*100%*	*100%*	*10%*	*100%*	
	0	0	0	0	0	0	0	0	0	0	
											$0.00
Post Construction	*0%*	*0%*	*0%*	*0%*	*0%*	*0%*	*0%*	*0%*	*0%*	*0%*	
	0	0	0	0	0	0	0	0	0	0	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
										Sub-Total Labor	**$ 83,159.00**

NOTE: 3% escalation of rates on Year 2 and 3 manhours

OTHER DIRECT COSTS	Remarks	Units			Unit Cost		Qty/Duration	Subtotal
Cell Phone	cell phones at monthly rate	6			$80.00		1	$480.00
CM System (Cloud Based)	Online documentation, emails, Newforma, sharepoint, Internet	1			$1,200.00		1	$1,200.00
BIM Support	Pre-Construction BIM Support	1			$210,000.00		0	$0.00
Rental Vehicle	Inspectors	4			$1,200.00		0	$0.00
Rental Car	RE/Deputy RE	2			$1,200.00		1	$2,400.00
Vehicle Gas		6			$50.00		1	$300.00
Computer Equipment	Laptop, monitors, docking stations, etc.	1			$3,000.00		1	$3,000.00
Printer/Scanner/Copier	Leased copier/scanner from vendor	1			$300.00		1	$300.00
Office supplies		1			$150.00		1	$150.00
							Sub-Total Other Direct Costs	$7,830.00
							Sub-Total	$90,989.00
							Tax	$4,788.75
							Grand Total	**$95,777.75**

SSFM INTERNATIONAL, INC.
MONTHLY STATUS REPORT TO CLIENT

Project Name:	**DPW Simon Sanchez Professional Construction Management Services for the Construction of Simon Sanchez High School**
Name of Client:	**Guam Department of Public Works**
Date of This Report:	**March 31, 2025**
Date Of Last Report:	**February 28, 2025**
Prepared By:	**Ed Hipolito**

SCOPE OF WORK

a) Pre-Construction (Development of RFP and Procurement)

b) Construction

WORK COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)

- **March 1, 2025** – SSFM engaged with the internal ITR team to review the Request for Proposal (RFP) prior to its release.
- **March 1, 2025** – SSFM team updated the RFP draft based on discussions held with TRMA and the Government Evaluation Team.
- **March 2, 2025** – SSFM received RFP comments from SSHS Principal Carla Masnayon.
- **March 4, 2025** – SSFM held a daily internal SSFM meeting to address current issues and action items.
- **March 4, 2025** – SSFM revised the RFP draft, which included modifications to the title, table of contents, and the definition of FF&E to encompass financing, CPM, and O&M, as well as incorporating feedback from SSHS Principal.
- **March 4, 2025** – SSFM resubmitted to DPW revised SSFM CM Invoice No. 1 and Client Status Report No. 001, including comments from DPW and adding the Cost Summary Sheet.
- **March 5, 2025** – SSFM held a daily internal meeting to discuss ongoing issues and action items.
- **March 5, 2025** – SSFM revised the agenda for the upcoming weekly SSHS Project Meeting.
- **March 5, 2025** – SSFM Guam team coordinated with the SSFM Honolulu Office regarding the Director-requested Visual Project Schedule.
- **March 5, 2025** – SSFM liaised with TRMA concerning the square footage of the school and other pertinent details that may enhance project uniqueness.
- **March 5, 2025** – SSFM team met with the DPW Director to discuss the press release and provided updates based on the discussion.
- **March 5, 2025** – SSFM received financing information and details regarding the annual appropriation from BBMR Lester Carlson.

WORK COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)

- **March 6, 2025** – SSFM sent revised agenda to the attendees of the weekly SSHS Project Meeting.
- **March 6, 2025** – SSFM held the SSFM & TRMA Weekly Discussion.
- **March 6, 2025** – SSFM received feedback from GEDA regarding the FAQ responses for the press release.
- **March 6, 2025** – SSFM forwarded the updated press release to DPW after incorporating feedback from both GEDA and BBMR.
- **March 7, 2025** – SSFM sent the latest draft of the RFP to DPW for legal review.
- **March 7, 2025** – SSFM forwarded the latest RFP draft to SSFM ITR (Internal Technical Review) for internal review.
- **March 7, 2025** – SSFM held SSHS Project Meeting #15 at the GEDA Conference Room.
- **March 10, 2025** – SSFM held an internal team meeting to discuss action items and deliverables for the day.
- **March 11, 2025** – SSFM held an internal team meeting to discuss action items and deliverables for the day.
- **March 11, 2025** – SSFM received feedback on the RFP draft from DPW, which included legal review comments.
- **March 11, 2025** – SSFM received the RFP draft from SSFM ITR, provided modifications, and coordinated updates pending remarks from OAG.
- **March 11, 2025** – SSFM revised the agenda for the upcoming weekly SSHS Project Meeting.
- **March 11, 2025** – SSFM prepared meeting minutes for the weekly SSHS Project Meetings held on February 28 and March 7.
- **March 11, 2025** – SSFM received legal review comments from DPW.
- **March 12, 2025** – SSFM held an internal team meeting to discuss action items and deliverables for the day.
- **March 12, 2025** – SSFM coordinated with DPW regarding the RFP advertisement sample, providing necessary insights and clarifications.
- **March 12, 2025** – SSFM updated the RFP to incorporate comments from OAG, insights from ITR, and added the Proposal Guaranty Form while addressing formatting issues and team markups.
- **March 13, 2025** – SSFM further revised the RFP to account for the 15% Bid Security, noting that the DoD requires 20% (maximum $3 million).
- **March 13, 2025** – SSFM conducted a final review of the advertisement draft before submission to DPW.

WORK COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)

- **March 13, 2025** – SSFM submitted to DPW the SSFM CM Invoice No. 2 and Client Status Report No. 02 for February 2025 for review and processing.
- **March 13, 2025** – SSFM updated the RFP draft with team's latest insights and formatting issues.
- **March 13, 2025** – SSFM sent revised agenda to the attendees of the weekly SSHS Project Meeting.
- **March 14, 2025** – SSFM conducted the weekly SSHS Progress Meeting #16 at the GEDA Conference Room.
- **March 14, 2025** – Governor's office announces RFP for New Simon Sanchez High School through a press release.
- **March 14, 2025** – SSFM coordinated with the SSFM ITR team to address the latest comments on the RFP.
- **March 15, 2025** – SSFM received the updated draft of the RFP from SSFM ITR.
- **March 17, 2025** – SSFM convened an internal team meeting to discuss action items and deliverables for the week.
- **March 17, 2025** – SSFM coordinated with ITR on updates and comments regarding the RFP draft.
- **March 17, 2025** – SSFM forwarded the RFP advertisement draft to DPW.
- **March 17, 2025** – SSFM sent "Attachment B" of the RFP to ITR for compilation.
- **March 17, 2025 –** SSFM engaged in internal discussions regarding the Proposal Guaranty, incorporating team insights for the DPW letterhead.
- **March 17, 2025** – SSFM coordinated with GEDA concerning the announcement of the RFP press release.
- **March 17, 2025 –** SSFM collaborated with DPW on the scheduled release of the RFP, set for March 28th.
- **March 18, 2025 –** SSFM coordinated with John Calanayan, DPW, to gather additional details to meet the DPW Director's publication timeline.
- **March 18, 2025 –** SSFM team conducted an internal review of the Graphic Schedule to be submitted to the DPW Director.
- **March 19, 2025** – SSFM finalized the agenda and Graphic Schedule in preparation for the upcoming site visit on Friday.
- **March 19, 2025** – SSFM sent the determination memo regarding providing a maximum cap for the Proposal Guaranty amount to OAG for legal review.
- **March 19, 2025** – SSFM sent the RFP advertisement to the Guam Daily Post on behalf of DPW for planned advertisements on March 22nd, March 25th, and March 27th.
- **March 19, 2025 –** SSFM received the latest legal review comments of the RFP from OAG.

WORK COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)

- **March 19, 2025** – SSFM coordinated with GEDA on the dissemination of the RFP advertisement to their investor list.
- **March 19, 2025** – SSFM created a Procurement Files folder within the SSFM Internal Team for audit and procurement requirements.
- **March 20, 2025** – SSFM sent the latest RFP draft to SSFM ITR for final review.
- **March 20, 2025** – SSFM provided a response to legal comments to OAG regarding the RFP.
- **March 20, 2025** – SSFM sent the RFP advertisement to Guam PDN on behalf of DPW for the planned advertisement on March 22nd, March 25th, and March 27th.
- **March 21, 2025** – SSHS Project Meeting #17 (Site-Visit) was conducted at Simon Sanchez High School.
- **March 21, 2025** – SSFM coordinated with Guam Daily Post regarding the payment for the RFP advertisement and received information on the publication dates.
- **March 21, 2025** – SSFM received the signed cover pages of the RFP from DPW and sent directions to ITR for including them in the final RFP.
- **March 24, 2025** – SSFM held an internal team meeting to discuss key action items and deliverables for the week.
- **March 24, 2025** – SSFM Coordinated with OAG regarding the Director's determination memo to cap the proposal guaranty at $3 million.
- **March 24, 2025** – SSFM engaged with TRMA's inquiry to facilitate the printing of rendered images of the overall site plan and any required drawings for the pre-proposal conference and site-visit.
- **March 24, 2025** – SSFM coordination with SSFM ITR for the RFP inputs and updates.
- **March 24, 2025** – SSFM responded to DPW, confirming that SSFM will oversee all documentation and site visits at SSHS, including minutes of the pre-proposal conference.
- **March 24, 2025** – DPW sent to SSFM the signed Determination Memo regarding the maximum cap of the proposal guaranty.
- **March 25, 2025** – SSFM held an internal team meeting to discuss the Proposal Response Period related to procurement requirements.
- **March 25, 2025** – SSFM received the signed revised RFP letter from DPW and provided updates for SSFM ITR for finalization.
- **March 25, 2025** – SSFM created the Fact Sheet and Talking Points for DPW in case the media requests information on the RFP.
- **March 25, 2025** – SSFM provided DPW a recommended SSHS Press Release for issuance by the DPW and/or the Governor's Office.
- **March 25, 2025** – TRMA submitted to SSFM a revised RFP Attachment B.

WORK COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)

- **March 25, 2025** – SSFM held an internal team meeting to discuss key action items and deliverables for the week.
- **March 26, 2025** – SSFM coordinated with SSFM ITR regarding the final PDF file of the RFP, incorporating the updated B-12 attachment received from TRMA.
- **March 26, 2025** – SSFM ITR submitted the final RFP file to SSFM. SSFM conducted the final quality control review.
- **March 26, 2025** – SSFM, after further quality control review, requested TRMA to revise the RFP Attachment B.
- **March 26, 2025** – SSFM pulled RFP advertisements from the Guam Daily Post (March 22nd, March 25th, and March 26th) and Guam PDN (March 22nd and March 25th) and sent to DPW and project team for the Procurement File.
- **March 26, 2025** – SSFM met with DPW Director at this office on procurement to discuss the RFP release, the press release, Pre-Proposal Conference and Site Visit coordination.
- **March 26, 2025** – SSFM held multiple internal team meetings to discuss key action items and deliverables for the week.
- **March 27, 2025** – SSFM obtained quotations for Speaker and Microphone for the Pre-Proposal Conference and Site-Visit.
- **March 27, 2025** – SSFM coordinated with TRMA to prepare for the RFP Response Period and upcoming Pre-Proposal Conference.
- **March 27, 2025** – TRMA sent SSFM the revised Attachment B-8 file.
- **March 27, 2025** – SSFM compiled the final PDF version of the RFP and conducted final quality control checks before and after transferring the documents to the thumb drives.
- **March 27, 2025** – SSFM delivered the thumb drives containing the final RFP to the DPW office for distribution to Proposers.
- **March 27, 2025** – SSFM distributed the RFP Newspaper Advertisement containing key dates to GEDA's List of Financial Stakeholders.
- **March 28, 2025** – SSFM supported DPW on RFP thumb drive pick-ups.
- **March 28, 2025** – SSFM printed hard copies of the RFP per DPW request.
- **March 31, 2025** – SSFM held internal team meeting to discuss key action items and deliverables for the week.
- **March 31, 2025** – SSFM prepared and reviewed the Pre-Proposal Conference agenda.

IMMEDIATE ACTION ITEMS	
DPW Action Items:	• N/A
SSFM Action Items	• Assist with the organization and execution of the Mandatory Pre-Proposal Conference and Site Visit in coordination with DPW. • Begin preparations for the upcoming Mandatory Pre-Proposal Conference and Site Visit, including logistics planning, development of talking points, and drafting of press releases. • Develop an action plan for managing questions and Requests for Information (RFIs). • Assist DPW with the coordination and issuance of responses to questions and RFIs by the April 30th deadline.
GDOE Action Items	• Determine funding sources for new SSHS FF&E
TRMA Action Items	• Provide updates and comments on the Mandatory Pre-Proposal Conference and Site

UPCOMING DEADLINES		
	Description of Work Item	**Deadline**
1.	Mandatory Pre-Proposal Conference and Site Visit	4/4/25
2.	Last Day to submit written questions/clarifications	4/18/25
3.	Anticipated DPW responses to questions/clarifications	4/30/25

MEETINGS COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)			
	Description of Work Item	**Date**	**Location**
1.	Weekly Meeting with DPW Director and SSFM	3/5/25	SSFM Office
2.	SSFM & TRMA Weekly Discussion	3/6/25	MS Teams Conferencing
3.	SSHS Project Meeting #15	3/7/25	GEDA Conference Room
4.	SSHS Project Meeting #16	3/14/25	GEDA Conference Room
5.	Weekly Meeting with DPW Director and SSFM	3/19/25	SSFM Office

MEETINGS COMPLETED FOR THE PERIOD (3/1/25 to 3/31/25)			
6.	SSHS Project Meeting #17 (Site-Visit)	3/21/25	Simon Sanchez HS

UPCOMING MEETINGS (TENTATIVE SCHEDULE)			
Description of Work Item		**Date**	**Location**
1.	Weekly Meeting with DPW Director and SSFM	4/2/25	SSFM Office
2.	Pre-Proposal Conference and Site-Visit	4/4/25	GEDA Conference Room & Simon Sanchez HS
3.	Weekly Meeting with DPW Director and SSFM	4/9/25	SSFM Office
4.	Weekly Meeting with DPW Director and SSFM	4/16/25	SSFM Office
5.	Weekly Meeting with DPW Director and SSFM	4/23/25	SSFM Office
3.	SSFM Daily Internal Meetings	4/2025	SSFM Office

PENDING ITEMS and DELIVERABLES	
1.	April 18, 2025 – Last day to submit written questions and/or clarifications.
2.	April 30, 2025 – Anticipated responses/replies to questions/clarifications.

MISCELLANEOUS COMMENTS	
1.	None.

PROJECT STATUS – SCHEDULE and PROGRESS			
Schedule			
NTP Date	**Completion Date**	**% Complete (by schedule)**	**Comments**
September 27, 2024	**September 26, 2027**	**16%**	**RFP Development Phase**

Attachments with this Client Status Report:

1. Request for Proposal (Does not include Attachment B-1 to B-15 prepared by TRMA)
2. Pre-Proposal Marketing Press Release
3. Project Schedule (Graphical)
4. Meeting Minutes:
   a. SSFM & TRMA Weekly Discussion
      i. March 6, 2025
   b. SSHS Project Meetings
      i. Project Meeting #15, March 7, 2025
      ii. Project Meeting #16, March 14, 2025
      iii. Project Meeting #17 (Site-Visit), March 21, 2025
   c. Weekly Meeting with DPW Director and SSFM
      i. March 5, 2025
      ii. March 19, 2025

REQUEST FOR PROPOSALS

FOR

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

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

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

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

REQUEST FOR PROPOSALS

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

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

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

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

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: 3/21/25

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: 3-21-25

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 5th floor of the ITC Building.** A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School to allow Proposers to familiarize themselves with the project site.

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

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

VINCENT P. ARRIOLA
Director

Project Name: RFP FOR NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE. DEMOLITION. DESIGN. BUILD. LEASIULEASE.BACK & INSURE/CAPITAL MAINTENANCE
Project No.: 730-5-1059-L-YIG

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

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

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

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Attachments

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

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS
ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION
ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS
ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES
ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS
ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION
ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM
ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS
ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

I. PROJECT OVERVIEW

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

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

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

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

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

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

II. TERM AND TIME OF PERFORMANCE

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

III. SCOPE OF SERVICES

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

IV. COMMUNICATION REGARDING THE RFP

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

V. PROPOSAL PACKAGE REQUIREMENTS

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

VI. PROPOSAL SUBMITTAL

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

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

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

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

2. Contents

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

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

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

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

Section 3: Cover Letter (max. 1 page)

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

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

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

c) You must also indicate whether you are operating as an individual proprietorship, partnership, corporation, or joint venture.

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

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

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

Section 4- Personnel Experience and Qualifications

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

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

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

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. Include A&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 KÅHAT 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 toto receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda from DPW regarding this RFP.

X. AMENDMENTS

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

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

XI. PRE-PROPOSAL CONFERENCE

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

XII. PRE-PROPOSAL QUESTIONS

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

XIII. EXPLANATION TO PROPOSERS

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

XIV. DPW's ANSWERS

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

XV. WITHDRAWAL OF PROPOSALS

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

XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVII. NO LATE PROPOSALS

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

XVIII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

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 1).* As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation that have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available

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

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

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

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

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

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

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

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

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

XXXIII. OPENING OF PROPOSALS

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

XXXIV. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

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

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

Evaluation Process

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

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

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

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer

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

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

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

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

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

XXXV. EVALUATION CRITERIA

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

XXXVI. EVALUATION, RATING AND SELECTION TABLE

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

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

EVALUATION CRITERIA	MAX SCORE	SCORE
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.*	**10**	
TOTAL POINTS	**100**	

XXXVII. INDIVIDUAL EVALUATION FORM

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

XXXVIII. SUMMARY EVALUATION FORM

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

XXXIX. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

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

XL. NEGOTIATION AND AWARD OF CONTRACT

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

Contract negotiations will be directed towards:

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

XLI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

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

XLII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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

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

XLIII. NOTICE OF AWARD

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

XLIV. AWARDING OF CONTRACT

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

XLV. COMMENCEMENT OF WORK

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

XLVI. DEFINITIONS

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

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **Notice** as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.
- **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 KÅHAT ACT OF 2013*" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

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

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

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

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

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

FINANCE

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

Supplemental Information

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

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

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

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

TERMS OF PAYMENT

(see RFP section VIII. 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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REQUIRED FORMS

ATTACHMENTS 1-9

AFFIDAVIT OF DISCLOSING OWNERSHIPAND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Name	**Address**	**Compensation**

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____, _____.

AFFIDAVIT RE CONTINGENT FEES

CITY OF_____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

AFFIDAVIT re ETHICAL STANDARDS

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

_____
NOTARY PUBLIC

My commission expires: _____.

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

Name of Proposer Company: _____

I, _____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§5802. Benefits.

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

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

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

_____
Signature

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

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

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

Construction of Simon Sanchez High School

Name of Prospective Proposer _____

Name of person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____

_____

DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

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

DPW Check-off

( ) **PROPOSAL PACKAGE**

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

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

( ) **TABLE OF CONTENTS**

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

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

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

FOR IMMEDIATE RELEASE

DPW Hosts Successful Pre-Proposal Conference and Site Visit for the New Simon Sanchez High School Project

Upper Tumon, Guam – April 4, 2025 – The Department of Public Works (DPW), in collaboration with the Governor's Office, the Guam Department of Education (GDOE), and the Guam Economic Development Authority (GEDA), hosted a successful **Mandatory Pre-Proposal Conference** and **Mandatory Site Visit** today for the development of the new Simon Sanchez High School. This marks another important milestone in the ongoing efforts to advance this transformative educational project.

Over 25 representatives from over 10 companies attend the mandatory pre-proposal conference, demonstrating the widespread interest and commitment to this critical project. DPW Director Vince Arriola opened the event, emphasizing the importance of this project not only to the Simon Sanchez High School community but also to the future of education on the island.

"We are not just looking for a contractor to build a school," said Director Arriola. "We are seeking a true partner to support the Simon Sanchez Sharks for the next 30 years. This partnership will involve designing, financing, constructing, and maintaining the new high school, ensuring it serves the needs of our students, educators, and the community for decades to come."

During the conference, developers had the opportunity to ask questions, clarify RFP details, and gain insight into the specific goals and requirements of the project. Later in the day, a mandatory site visit was conducted, providing contractors with a firsthand look at the existing Simon Sanchez High School site, which will be demolished to make way for the new facilities.

The Simon Sanchez High School project is a Public-Private Partnership (P3), utilizing a Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) delivery method. The selected developer will be responsible for financing, demolishing, designing, constructing, and maintaining the school facilities for up to 30 years.

Upcoming Milestones:

The following key milestones are crucial as the project moves forward:

- **Friday, April 18, 2025** – Last day to submit written questions and/or clarifications by 4:00 PM.

- **Wednesday, April 30, 2025** – DPW's anticipated response and replies to questions/clarifications by 4:00 PM.
- **Friday, May 23, 2025** – RFP Submittal Deadline by 4:00 PM.
- **Tuesday, June 3, 2025** – Convene RFP Evaluation Committee.
- **Wednesday, June 4 – Thursday, June 5, 2025** – Presentations and Interviews.
- **Friday, June 20, 2025** – Anticipated Selection Notice.

DPW Director Arriola highlighted the importance of adhering to the project timeline, which sets a strict two-year construction schedule for completion. "We are looking for innovation, efficiency, and creativity from our partners. The new Simon Sanchez High School will be a beacon of progress for Guam's educational infrastructure, and we are committed to ensuring that this project moves forward smoothly and on time," he stated.

The selection of the developer is expected to take place by **June 2025**, with groundbreaking slated for later in the year. The new school will serve up to **2,000 students** and **150 faculty and staff**, with features that include state-of-the-art classrooms, sports facilities, sustainability elements, and a focus on student success.

DPW encourages all interested firms to actively engage in the upcoming phases of the procurement process. As the project continues to gain momentum, the government remains committed to delivering a modern, top-tier educational facility that will benefit students, educators, and the entire community for generations to come.

"Let's build a school!"

****

2025

March

PROCUREMENT PHASE

- Transmit 90% RFP DRAFT to AG Keeler (Friday, March 7th)
- SSHS Press Release/ FAQs Issued (Friday, March 14th)
- Incorporate AG Keeler revisions and final RFP QC for publication (Friday, March 14th - 27th)
- RFP Issuance/ Availability (Friday, March 28th)

April

- Mandatory Pre-proposal Conference & Site Visit (Friday, April 4th)
- Last Day to Submit Written Questions/ Clarifications (Friday, April 8th)

May

- Anticipated DPW Response/ Replies to Questions (Wednesday, April 30th)

June

- ★ RFP Submittal Due Date (Friday, May 23rd, 4pm)
- Evaluation Day 1: Convene Evaluation Committee & SME's (Tuesday, June 3)
- Evaluation Day 2 & 3: Proposer Presentations & Interviews (Wed- Thurs, June 4-5)
- Anticipated Selection Notice (Friday, June 6)

July

NEGOTIATIONS PHASE

- Anticipated Negotiations (July 7- 28)
- Final Contracts (Leases, Financing, Construction, O&M)

3rd Quater

- Notice to Proceed #1 (3rd Quarter 2025.* Placeholder)
- Demolition/Design/Financing (3rd Quarter 2025.* Placeholder)

4th Quater

CONSTRUCTION PHASE

- **Construction Period**
  (4th Quarter 2025- Summer 2027* Place holder)

2026

2027

SSFM International
Innovate | Adapt | Sustain

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

Date: March 06, 2025
Time: 11:00 am – 12:00 pm (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

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

II. DISCUSSION TOPICS

1. Press Release & RFP Documents Update
   a. Press release comments have been incorporated and forwarded to the Governor's Communications Office
   b. Received "attachment B" and EH (SSFM) made some edits. Also included in CPM requirements.

2. Project Updates of FAQ's and Financing
   a. JD (SSFM) & EH (SSFM) concerned about including financing related questions in FAQs
   b. Decision to remove financing -related question and address them during the Q&A period
   c. EH (SSFM) – clarification from Gov Guam roles in providing access to lower interest bond market for developers. The group agreed that financing access does not imply government responsibility for the developer's funding.

3. RFP Process and Expected Question
   a. CC (TRMA) – expecting of technical questions during Q & A period:
      i. Inquires of alternatives designs on constructions – metal vs concrete
      ii. Clarification on design review requirement and approval process
   b. EH (SSFM) & JD (SSFM) – in agreement that the selection is based on qualifications rather than cost
   c. Expecting a significant number of questions from proposers on technical details and pricing constraints

4. Compliance with the Ma Kåhat Act and Budget restraints:
   a. Discussion on project cost estimates concerns, qualification vs expenses criteria, and potential compliance challenges with the Ma Kåhat Act
   b. Concerns about developers' ability to meet financial requirement
   c. EH (SSFM) suggest going over legality language to refine compliance in RFP with Tom Keeler.

III. ACTION ITEMS

1. TRMA
   a. N/A

2. SSFM
   a. Finalize and submit the revised FAQ documents

b. Reach out to Tom Keeler (OAG) for legal review and Ma Kåhat Act compliance statement – identify risks associated with budget non -compliance and proposed strategies

3. All Team Members:
   a. Prepare potential questions that may arise during hearing
   b. Prepare a strategy for responding to potential budget-related questions

IV. MEETING ADJOURNED AT 12:00 PM (ChST)

SSFM International
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The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #15

Date: March 07, 2025
Time: 09:00am – 12:00nn (ChST)
Location: DPW FHWA Conference Room / MS TEAMS Virtual Conferencing

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

II. DISCUSSION TOPICS (KEY ITEMS)

1. RFP Development & Finalization:
   a. RFP document reviewed with final revisions.
   b. Submission to Attorney General's Office scheduled for next week.
   c. Clarifications made on legal and financial provisions.

2. FF&E Funding Confirmation:
   a. Dr. Swanson confirmed that funding is still allocated but subject to administrative approval.
   b. Contingency plan in place to have the developer include FF&E in financing if necessary.

3. Evaluation Process & Criteria:
   a. Pre-proposal evaluation training to be scheduled for committee members.
   b. Confirmation that evaluators will have access to subject matter expert.

4. Site Visit & Pre-Proposal Conference Logistics:
   a. Pre-proposal conference confirmed for DPW office on April 4, 2025.
   b. Site visit logistics to be managed by TRMA; attendees will be provided with a boundary map.
   c. Loudspeaker system to be used to ensure all attendees receive the same information.

5. Liquidated Damages Clause Review:
   a. Ongoing legal review by OAG to ensure enforceability.
   b. Consideration of reasonable daily penalties to incentivize timely project completion.

6. Construction Timeline & Phases:
   a. Expected demolition to begin in 2025 following permitting approvals.
   b. Two-year construction schedule confirmed, with milestones for quality control.

7. Contractor Licensing & Subcontractor Vetting:
   a. All bidders must provide valid contractor licenses.
   b. DPW to verify compliance with procurement regulations and ensure no debarred firms are included.

8. Community Outreach & Stakeholder Engagement:
   a. Press release and FAQs to be finalized before RFP publication.
   b. Governor's Office to assist in public awareness campaign.

9. RFP Marketing & Public Awareness:
   a. Press release draft prepared, including FAQs to address common inquiries.
   b. DPW to coordinate with the Governor's Office for official announcement.
   c. Effort to notify potential bidders and stakeholders in advance.

10. Decisions:
    a. RFP to be submitted for legal review next week.
    b. FF&E contingency plan in place if administrative approval delays funding.
    c. Evaluation committee to undergo training prior to scoring proposals.
    d. Mandatory site visit logistics finalized, with clear communication measures.
    e. Liquidated damages clause under legal review for enforceability.
    f. Two-year construction timeline reaffirmed with a targeted start in 2025.

III. ACTION ITEMS

1. DPW:
    a. Release final press statement and FAQs.

2. GDOE:
    a. Confirm GCC funding allocation for FF&E.

3. AG:
    a. Complete legal review of liquidated damages clause.

4. GEDA:
    a. Align financing details and procurement timelines.

5. SSFM:
    a. Submit RFP to the Attorney General's Office.

6. TRMA:
    a. Organize site visit logistics and confirm loudspeaker setup. (with SSFM)

7. Evaluation Committee
    a. Conduct pre-evaluation training and finalize scoring guidelines.

IV. MEETING ADJOURNED AT 12:10 PM (ChST)

V. NEXT MEETING: March 14, 2024, at 11:00am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting No. 15

Date: Friday, March 7, 2025 **Time:** 9:00AM

Location: GEDA Conference Room, 5th floor, ITC

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona	mmfinona@gdoe.net	
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Carlos Bordallo	carlos.bordallo@investuam.com	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
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	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
	SSFM	Alvin Bejosa	abejosa@ssfm.com	
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	

SSFM International
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The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #16

Date: March 14, 2025
Time: 09:00am – 12:00nn (ChST)
Location: DPW FHWA Conference Room / MS TEAMS Virtual Conferencing

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

II. DISCUSSION TOPICS (KEY ITEMS)

1. RFP Finalization and Advertisement:
   a. RFP document reviewed with final revisions from legal counsel, Tom Keeler.
   b. Target issuance for RFP is March 28th, 2025
   c. Press release announcing the RFP expected to be out soon
   d. Advertisement and media outreach logistics to be finalized, GEDA to be provide the list with Guam Contractors Association, should reach out to SAME also

2. Pre-Proposal Conference and Site Visit:
   a. Pre-Proposal Conference: April 4th, 9:00AM at GEDA Conference Room
      i. To limit people coming per bidder
      ii. Email out prior
   b. Site Visit at 2PM at Simon Sanchez HS
      i. There will be markers on site for the boundary
      ii. Canopies set up
      iii. Need PA system
   c. TRMA set up boards with conceptual designs

3. RFP Logistics & Issuance
   a. Addendum handling:
      i. John to send out the format will look
      ii. can get questions back within 3 days
      iii. Batch responses unless questions are simple
   b. Performance Bond proposal:
      i. $3M cap or the 15% of contract
   c. Wage determination: no federal wage requirement

4. Proposal Submittal & Evaluation:
   a. Last day for question April 18th
   b. Submission deadline: May 23rd @ 4:00PM
   c. Evaluation period: June 4-5 subject to change depends on extension request of proposers
      i. Dr. Swanson to be chair of the evaluation:

5. H2 Labor Forces:
   a. Anticipate of labor shortages; possibility of requesting H2 workers waivers
   b. Need support of Governor. Vince will talk about this situation

6. Decisions:
    a. Final RFP review and feedback
    b. Distribute RFP advertisement by March 28th
    c. Prepare Simon Sanchez site for visit on April 4
    d. Confirm Pre-proposal attendee RSVP logistics
    e. Finalize performance bond policy
    f. Draft H2 labor strategy
    g. Schedule evaluation training

III. ACTION ITEMS

1. DPW:
    a. Release final press statement and FAQs.

2. GDOE:
    a. Confirm GCC funding allocation for FF&E.

3. AG:
    a. Finalize RFP and feedback

4. GEDA:
    a. Send list of Guam Contractor and how system will work

5. SSFM:
    a. RFP advertisement

6. TRMA:
    a. Organize site visit logistics and confirm loudspeaker setup. (with SSFM)

7. Evaluation Committee
    a. Conduct pre-evaluation training and finalize scoring guidelines.

IV. MEETING ADJOURNED AT 12:10 PM (ChST)

V. NEXT MEETING: March 21, 2024, at 9:00am Guam Time @ Simon Sanchez High School

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting No. 16

Date: Friday, March 14, 2025 **Time:** 10:00AM

Location: GEDA Conference Room, 5th floor, ITC

Y/N	Organization	Name	Email Address	Initials
	DPW	Vicente Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona	mmfinona@gdoe.net	
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Carlos Bordallo	carlos.bordallo@investguam.com	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
	SSFM	Alvin Bejosa	abejosa@ssfm.com	
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	SSFM	Thuy Nguyen		
	GDOE	Jimmy Pangelinan		

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #17 (Site Visit)

250321 SSHS Site Visit Date: 3/21/2025
Project Photos

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #17 (Site Visit)

250321 SSHS Site Visit Date: 3/21/2025
Project Photos

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #17 (Site Visit)

250321 SSHS Site Visit Date: 3/21/2025
Project Photos

The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting #17 (Site Visit)

250321 SSHS Site Visit Date: 3/21/2025
Project Photos

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School
Purpose: Weekly Project Meeting No. 17
Date: Friday, March 21, 2025 **Time:** 9:00AM
Location: Simon Sanchez High School Site Visit

Y/N	Organization	Name	Email Address	Initials
	DPW	Vince Arriola	vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE	Jimmy Pangelinan	jimdpangelinan@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona	mmfinona@gdoe.net	
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Carlos Bordallo	carlos.bordallo@investuam.com	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
	SSFM	Alvin Bejosa	abejosa@ssfm.com	
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	DLM	Thomas Torres	thomas.torres@land.guam.gov	

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

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

A. Incorporate Updated TRMA Revisions into RFP. **Wednesday, March 5th.**
B. Incorporate TRMA updates into Press Release and FAQs. **Wednesday March 15th.**
C. Evaluation Committee Page by Page Review (Session 2) . **Friday, March 7th.**
D. Incorporate Evaluation Committee Page by Page Review into RFP. **Friday, March 7th.**
E. Transmit RFP to DPW Director for Transmittal to AG Keeler. **Friday, Close of Business) March 7th.**
F. Incorporate AG Keeler revisions into RFP. **Target- Friday, March 14th.**
G. Send RFP to SSFM Corporate for final quality control (QC) review and formatting **(Pending AG Keeler review). Target- Friday, March 14th.**
H. Finalize and Issue Pre-Marketing Press Release to the Media. **This Week.**

I. **RFP Published Schedule**

i. Availability of RFP Documents. **Friday, March 28th.**
ii. Mandatory Pre-proposal Conference & Site Visit. **Friday, April 4th.**
iii. Last Day to Submit Written Questions. **Wednesday, April 30th.**
iv. RFP/Proposal Submittal Date. **Friday, May 23rd.**
v. Anticipated Evaluations Committee Review. **Tuesday, June 3rd.**
vi. Anticipated Interviews and Final Scoring. Wednesday, June 4th- **Thursday, June 5th.**
vii. Anticipated Selection Notice. **Friday June 20th.**

II. **RFP (Updated)**

A. Revise RFP with updated TRMA Attachment B. **Today.**
B. Update press release and FAQs with TRMA feedback. **Today.**
C. Pending Evaluation Committee page by page review and revisions. **Friday, March 7th.**
D. Transmit copy to Keeler for Legal Review. **Friday, March 7th.**

III. **Press Release and FAQs**

A. Pending feedback from DPW and GEDA on financial FAQs. **This week.**
B. Send Draft to DPW for Governor's Communications Office revisions and distribution. **This week.**

Simon Sanchez High School
Weekly Meeting with DPW Director and SSFM
3/19/25; 9am SSFM

I. CALL TO ORDER

II. UNFNISHED BUSINESS
- A. Graphic Schedule
- B. Letter of Determination
- C. Action Items- Two Week Look Ahead- Today to Friday March 28th.
  - i. Pay for and advertise RFP and transmit Ad (Post, GCA, SAME, GCLB)- Today
    - a. Thursday (3/19/25)
    - b. Tuesday (3/25/25)
    - c. Wednesday (3/27/25)
    - d. Issue Friday (3/28/25)
  - ii. Critical Path
    - a. RFP markups from Keeler.
    - b. SSFM Corporate Quality Control, Final Draft.
    - c. Package RFPs on Thumb Drives for distribution Friday (3/28/25)

III. SSHS Weekly Progress Meeting-
- a. Friday 3/21/25- Site Visit at SSHS
- b. Proposed Future Friday SSHS Weekly Progress Meeting Focus
  - a. Financial Evaluation- What to Look For- GEDA/ Lester- 3/28/25
  - b. Construction Evaluation- What to Look for- TRMA/ SSFM- 4/4/25
  - c. O&M and Insurance Evaluation- What to Look for- SSFM/ GDOE/ GEDA- 4/11/25

IV. OPEN DISCUSSION

V. ADJOURN

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

Fwd: NEWS: SSHS on Track -- DPW Says No Room for Delays

1 message

Donna Herrero <donna.herrero@dpw.guam.gov> Fri, May 2, 2025 at 3:39 PM
To: Leila Ludwig <lludwig@ssfm.com>
Bcc: valarie.sannicolas@dpw.guam.gov

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

---------- Forwarded message ---------
From: **Krystal Paco-San Agustin** <krystal.paco@guam.gov>
Date: Fri, May 2, 2025 at 3:11 PM
Subject: NEWS: SSHS on Track -- DPW Says No Room for Delays
To:

FOR IMMEDIATE RELEASE

May 2, 2025

SIMON SANCHEZ HIGH SCHOOL ON TRACK- DPW SAYS NO ROOM FOR DELAYS.

Upper Tumon, Guam – The Department of Public Works (DPW) announced today that it has issued a response to all Requests for Information (RFIs) and written questions from potential proposers for the new Simon Sanchez High School meeting DPW's anticipated timeline of April 30, 2025—marking another critical milestone in a project that is moving on track and moving forward.

This public-private partnership (P3)—one of Guam's most significant education infrastructure undertakings in a generation—is currently in the procurement phase with proposal submissions due May 23, 2025. The project will be delivered through a Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) model under Public Law 37-22, with a qualified developer to be selected this summer.

"This isn't just about a building—it's about giving our students, teachers, and families what they have been waiting for: a future-ready school, and a P3 system that works," said DPW Director Vince Arriola. "We are looking for an experienced, long-term partner for the Simon Sanchez Sharks."

Under the P3 system, the private developer will build and maintain the new Simon Sanchez High School for up to 30 years.

Since December 2024, DPW worked intensively alongside the Guam Department of Education (GDOE), the Simon Sanchez administration, the Guam Economic Development Authority (GEDA), the Office of the Attorney General, and consultants to prepare a clear, comprehensive RFP package– including design documents and a 60-day response window, which exceeds procurement requirements.

In early April, more than 30 interested parties participated in a mandatory pre-proposal conference and site visit. Three parties requested deadline extensions. After a thorough review, DPW formally denied those requests to protect the timeline and avoid further disruption to students' education.

"When the government announced the selection of its construction manager in September last year, serious developers and contractors were put on notice that this project was forthcoming. We've done the planning. We've done the coordination. This process has been transparent, inclusive, and fully compliant with Guam law," Arriola added. "At this point, any delay—especially through protest—would not just slow construction- it would hurt students, disrupt families, and stall progress the community has already fought hard to achieve."

Students and faculty from Simon Sanchez High School currently share space with peers at JFK under a burdensome double-session schedule—a situation the new high school will resolve. The DPW-led procurement process has been specifically designed to minimize ambiguity for proposers and accelerate construction after award.

The government is not only ready to build—it is committed to choosing a partner who is equally prepared. Proposers are reminded that the deadline for submissions is firm, and proposals will be evaluated based on qualifications, experience, and ability to execute within the law and project scope.

"The community deserves action—not obstruction," said Arriola. "We're moving forward. We hope every proposer is, too."

****

"Let's build a school."

Krystal Paco-San Agustin, MPA, CM
Director of Communications
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.472.8931

NEWS_ SSHS on Track -- DPW Says No Room for Delays.docx.pdf
245K

Gmail

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

SSHS Letter of Determination

09 JUN 2025

Leila Ludwig <lludwig@ssfm.com> Mon, Jun 2, 2025 at 9:07 PM
To: Tom Keeler <tkeeler@oagguam.org>, "fnishihara@oagguam.com" <fnishihara@oagguam.com>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "K. Erik Swanson PhD" <keswanson@gdoe.net>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hafa Adai Atty Keeler and Atty Nishihara,

Please see Letter of Determination along with meeting minutes from Vetting proposals, Sign In Sheets and DPW Checklist of responsiveness.

Thank you,

Leila Ludwig | Project Coordinator

SSFM International

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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3 attachments

250604 Memo of Determination.pdf
82K

250527 Vetting Proposal Minutes.docx
1099K

250523 SSHS RFP Submittal Sign In Sheet and Receipt.pdf
913K

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

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

Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

FOR IMMEDIATE RELEASE

May 2, 2025

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****

"Let's build a school."

SSFM International
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TRANSMITTAL

May 08, 2025 SSFM 2024_003.000

TO: Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attention: Mr. Vincent P. Arriola, Director

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

we transmit herewith the following:

1. SSFM DPW SSHS CM Change Order 001 – No Cost

remarks:

Pls. Review + Advise
- Linda
- Tom K
- John C.

12 MAY 2025

SSFM INTERNATIONAL, INC.

Glenn Leon Guerrero
Senior Project Manager
email: gguerrero@ssfm.com

SSFM International
Innovate | Adapt | Sustain

CONTRACT CHANGE ORDER NO. 001 Date: May 9, 2025

PROJECT: Professional Construction Management Services for the Construction of Simon Sanchez High School
Project Number: 730-5-1058-L-YIG

SSFM Proj. No. 2024_003.000

CLIENT: Department of Public Works
542 North Marine Corps Drive,
Tamuning, Guam 96913

Contact Person: Mr. Vincent P. Arriola, Director, Department of Public Works

References: (1) See the Agreement for this project dated **September 27, 2024** for the original scope of work, original contract sum (agreed fee), and the governing Terms and Conditions.
(2) See the "Scope of Work Modifications" listed below the signatures on this document for a description of the work included in this Change Order.

The original contract sum (agreed fee) is		$7,950,055.44

Previously Approved Contract Change Orders:		N/A
Current Contract Sum (with all approved change orders) is:		$7,950,055.44
Pending Contract Change Orders:		N/A

The current contract sum will be UNCHANGED by this Change Order in the amount of:		N/A

NOTE: We are able to begin services on the SCOPE OF WORK MODIFICATIONS for this CHANGE ORDER only upon receipt of a signed copy of this CHANGE ORDER or written authorization indicating agreement with this CHANGE ORDER and all of its terms and conditions.

VALIDATION OF CONTRACT CHANGE ORDER

SSFM INTERNATIONAL, INC.

signature

Glenn Leon Guerrero, Senior Project Manager
print name & title

CLIENT

signature and date

Vincent P. Arriola, DPW Director

Reviewed & Approved By:

(signature)

Michael P. Matsumoto, P.E., FACEC, President/CEO

ELECTRONIC SIGNATURES: Executed copies using electronic signature shall be fully binding and effective for all purposes whether or not wet-signed documents are transmitted to SSFM International, Inc. Fax signatures on this document will be treated the same as original signatures, however, CLIENT agrees to promptly forward original executed document to SSFM International, Inc.

DESCRIPTION OF SCOPE OF WORK MODIFICATIONS:

Scope of Work Modifications Requested By: Mr. Vincent P. Arriola

Description of Modifications:

1. Deletion of Building Information Modeling (BIM) Scope:

   All services associated with Building Information Modeling (BIM) are hereby deleted in their entirety from the Scope of Services under the Agreement between SSFM International, Inc. and the Department of Public Works. The specific deletions are as follows:

   - Section 2 of Attachment S-1 of the SSFM Agreement dated July 11, 2024 (Pre-Construction Phase – Building Information Modeling)
   - Section V of the Request for Proposals dated January 9, 2024, (BIM Project Execution Planning)

   This work was originally intended to be performed during the first six (6) months of the pre-construction period but was not initiated.

2. Reallocation of Budget to Extended Pre-Construction Services:

   In lieu of the deleted BIM scope, the period for Pre-Construction Services is hereby extended by four (4) months—from April 1, 2025, through July 31, 2025. SSFM will continue to support the project through this extended pre-construction period with no change to the overall contract sum.

3. Revision of Time of Performance and Extension of Contract Term:

   The Time of Performance for Pre-Construction Phase Services shall be revised from six (6) months to ten (10) months to reflect the additional Pre-Construction support authorized under this Change Order. As a result, the Term of the Agreement shall be extended, revising the contract completion date from September 30, 2027, to January 30, 2028.

4. Deletion of Liquidated Damages Clause:

   The Liquidated Damages provision set forth in the original Agreement dated September 27, 2024, is hereby deleted in its entirety. This provision is in direct conflict with the terms outlined on pages 2 and 3 of Addendum No. 3 to the Contract, dated February 4, 2024, wherein the Department of Public Works (DPW) expressly removed all references to liquidated damages. Accordingly, liquidated damages shall not apply and are not part of this Contract.

Note: A revised fee proposal spreadsheet summarizing the reallocation of the BIM budget to the extended pre construction services is attached to this Change Order and is incorporated herein by reference.

-end-

EE PROPOSAL (REVISED under CO No. 1)

OFESSIONAL CM SERVICES FOR THE CONSTRUCTION SIMON SANCHEZ HIGH SCHOOL

6/23/2025
2024_003 000

INSTRUCTION DURATION = 30 Months

BASE FEE ESTIMATE: $7,950,055.44
(Base Labor + ODC)

RATION	MONTHS	1 FTE SUBTOTAL	YR 1	YR 2	YR 3
econstruction	6	1040	1040		
nstruction	30	5200	1040	2080	2080
st Construction	0	0			
	36				

TEGORIES	Direct Rate	184%	15%
incipal	$82.00	$232.88	$267.81
oject Manager	$75.00	$213.00	$244.95
sident Engineer	$75.00	$213.00	$244.95
puty Resident Engineer	$60.00	$170.40	$195.96
M Manager	$50.00	$142.00	$163.30
nstruction Inspector	$50.00	$142.00	$163.30
heduler	$55.00	$156.20	$179.63
cument Specialist	$28.00	$79.52	$91.45

BOR ESTIMATE	Principal	Project Manager	Resident Engineer	Deputy Resident Engineer	BIM Manager	Construction Inspector	Construction Inspector	Construction Inspector	Scheduler	Document Specialist	SUBTOTAL
Labor Rates per Hour, Yr 1>>	$267.81	$244.95	$244.95	$195.96	$163.30	$163.30	$163.30	$163.30	$179.63	$91.45	
Labor Rates per Hour, Yr 2>>	$275.85	$252.30	$252.30	$201.84	$168.20	$168.20	$168.20	$168.20	$185.02	$94.19	
Labor Rates per Hour, Yr 3>>	$284.12	$259.87	$259.87	$207.89	$173.24	$173.24	$173.24	$173.24	$190.57	$97.02	
e Construction											
	208	520	1040	0	0	0	0	0	104	1040	
	$55,704	$127,372	$203,794	$0	$0	$0	$0	$0	$16,983	$95,104	$498,957.00
nstruction											
	260	2600	5200	5200	0	5200	5200	5200	520	5200	
	$72,162	$660,014	$1,320,029	$1,056,023	$0	$880,019	$880,019	$880,019	$96,802	$492,811	$6,337,898.00
st Construction											
	0	0	0	0	0	0	0	0	0	0	
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00
										Sub-Total Labor	$ 6,836,855.00

OTE 3% escalation of rates on Year 2 and 3 manhours

THER DIRECT COSTS	Remarks	Units			Unit Cost		Qty/Duration	Subtotal
ell Phone	Cell phones at monthly rate	6			$80.00		36	$17,280.00
M System (Cloud Based)	Online documentation, emails, Newforma, sharepoint, internet	1			$1,200.00		36	$43,200.00
M Support	Pre-Construction BIM Support	1			$0.00		1	$0.00
re-Con Phase Support	Pre-Construction Phase Support (4 Months)	1			$379,829.00		1	$379,829.00
ental Vehicle	Inspectors	4			$1,200.00		30	$144,000.00
ental Car	RE/Deputy RE	2			$1,200.00		36	$86,400.00
ehicle Gas		6			$50.00		36	$10,800.00
mputer Equipment	Laptop, monitors, docking stations, etc	1			$3,000.00		6	$18,000.00
nter/Scanner/Copier	Leased copier/scanner from vendor	1			$300.00		36	$10,800.00
ffice supplies		1			$150.00		36	$5,400.00
							Sub-Total Other Direct Costs	$715,709.00
							Sub-Total	$7,552,564.00
							Tax	$397,491.44
							Grand Total	$7,950,055.44

Gmail

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

SSFM DPW SSHW CM Change Order 001 - No Cost

Donna Herrero <donna.herrero@dpw.guam.gov> Mon, May 12, 2025 at 2:49 PM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, John Calanayan <john.calanayan@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>
Bcc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Good afternoon,

Please find the attached document for your review and advice. Please acknowledge receipt of this email and attachment.

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

dir25-0852.pdf
188K

Gmail

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

Templates to Eval team & SME's

Glenn Leon Guerrero <gguerrero@ssfm.com> Mon, May 12, 2025 at 3:54 PM
To: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Here are the templates for the presentation times, eval forms, ranking notices, notice of intent to award and NTP. Please review and revise as needed. We can discuss at our Wednesday meeting.

Glenn Guerrero | Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

[Quoted text hidden]

6 attachments

- **DPW Tally Form.docx** 21K
- **Individual Evaluation Form - SSHS RFP.docx** 18K
- **Selection notice of Presentation and Interview Template.docx** 122K
- **DPW NTP v2.docx** 122K
- **DPW RFP Ranking #1 NOIA v2.docx** 117K
- **DPW RFP Ranking 2-3 v2.docx** 117K

TALLY FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**

Proposer / Consultant	Evaluator's Rating						Total
	"A"	"B"	"C"	"D"	"E"	"CHAIR"	
[Proposer 1]							
[Proposer 2]							
[Proposer 3]							
[Proposer 4]							
TOTAL							

CONCURRED BY:

EVALUATOR "A"

Name: **Vincent P. Arriola**
Title: Director
Dept.: Dept. of Public Works

EVALUATOR "B"

Name: **Carla Masnayon**
Title: SSHS Principal
Dept.: Simon Sanchez High School

CHAIRMAN

Name: **K. Erik Swanson**
Title: Superintendent
Dept. GDOE

GEDA Administration

EVALUATOR "C"

Name: **Carlos Bordallo**
Title: Deputy Director
Dept.: GEDA

EVALUATOR "D"

Name: **Joseph Borja**
Title: Director
Dept.: Director of Land Management

EVALUATOR "E"

Name: **Benny San Nicolas**
Title: Building Permits Administrator
Dept.: Dept. of Public Works

Rebuttal at Trial

EVALUATION FORM

– Was this vetted thru the Eval. Committee

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

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	15	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	25	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	25	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	25	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	10	
TOTAL POINTS	100	

INDIVIDUAL EVALUATION FORM

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

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

[Date:]

[Proposer]

[Address]

Attn: [Proposer POC]

SUBJECT: Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

Dear **[Proposer POC]**

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

Your companies' participants will be required to present your proposal and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time is limited to thirty (30) minutes. Followed by a thirty (30) minute Q&A session. Please note, the times 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.
- ~~At the presentation site~~, a secure storage area will be available. We ask that for confidentiality purposes, you or your team do not record or photograph the presentation.
- All sessions will be recorded.

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

For any questions or additional assistance, please contact John Calanayan at (671)646-3189 or via email at john.calanayan@dpw.guam.gov. Thank you for your cooperation and commitment to this critical phase of the project.

Si Yu'us Ma'åse'

K ERIK SWANSON, PhD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

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

[Date]

[SME Name]

[Address]

SUBJECT: SMEs Responsibilities – New Simon Sanchez High School Project No. 730-5-1059-L-YIG

Dear **[SME Name],**

Thank you for graciously participating as a Subject Matter Expert (SME) for the New Simon Sanchez High School Project, No. 730-5-1059-L-YIG. Your expertise and support are vital to ensuring a transparent and well-structured selection process, which aligns with our shared goal of building trust with the community and stakeholders.

Our objective is to identify a long-term partner—one committed not only to financing, demolishing, constructing, insuring, and maintaining the new school, but also to becoming a dedicated member of our Shark Community for the next 30 years. We believe that a transparent, collaborative, and thorough process is essential for establishing a partnership built on trust and shared vision.

As a SME, you are kindly requested to participate in four consecutive days of in-person meetings, beginning June 3 through June 6, 2025. These full-day sessions will be held from 8:00 AM to 5:00 PM at the GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam. Your role for these dates are:

- On **Tuesday June 3**, you will lead a training session for the Evaluation Committee Members (ECMs), providing an overview of Procedural, Finance, Construction, and Operations & Maintenance.

  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.

- **On Wednesday, June 4 and Thursday, June 5** you will provide technical support to the ECMs throughout their evaluation. Your expertise during these days will be crucial in assisting the ECMs with any technical questions or clarifications needed to ensure a thorough and fair assessment process.
- **On Friday, June 6**, we have tentatively scheduled this day to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Our SME Team is group of experts which provides the talent needed in helping the ECMs evaluate each offeror's capacity to serve as a collaborative, reliable, and technically proficient partner. The team is comprised as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

Each ECM will be given time to thoroughly review the proposals in advance. During the session, they will pose questions 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.

Should you have any questions or need further information, please contact:

- Leila Ludwig at (671) 788-8330 or **lludwig@ssfm.com**
- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**
- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse',

K ERIK SWANSON, PhD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

MEMORANDUM

Date:

To: Evaluation Committee Members

From: Erik Swanson, PhD, GDOE Superintendent
Vincent P. Arriola, Director, Department of Public Works

Subject: Evaluation Committee Members Roles & Responsibilities

Håfa Adai Evaluation Committee Members,

We extend our sincere appreciation for your participation in this critical phase of the procurement process for the new Simon Sanchez High School. As a selected member of the Evaluation Committee, you play a vital role in a process designed to be transparent, rigorous, and fair. Your thoughtful, unbiased input is essential to selecting a partner who will help shape the future of education for generations of students.

This initiative marks more than just the construction of a facility—it is about identifying a long-term partner who will finance, design, build, insure, and maintain the school while becoming a collaborative and reliable member of our community for the next 30 years. Our commitment to transparency and accountability has guided every step of this procurement, and your participation reinforces that commitment.

Below are the key dates and expectations for your involvement:

1. Self-Review Period

Dates: Friday, May 30 – Monday, June 2
Time: 8:00 AM – 5:00 PM
Location: FHWA Conference Room, 2nd Floor, DPW FHWA Building

During this period, Evaluation Committee Members may access and independently review the submitted proposals. Please observe the following procedures to maintain the security and integrity of the process:

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- Review materials (highlighters, pens, pencils) will be provided.
- To preserve objectivity, please refrain from discussing proposals with fellow committee members during the review period.

2. Subject Matter Expert (SME) Session

Date: Tuesday, June 3
Time: 9:00 AM – 5:00 PM
Location: GEDA Conference Room, 5th Floor, ITC Building

This session provides an opportunity for Evaluation Committee Members to engage directly with Subject Matter Experts (SMEs) for clarification and insight related to specific areas of the proposals. SMEs have been grouped as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

We encourage you to come prepared with questions that address your review findings. This is your opportunity to deepen your understanding and ensure the strongest possible basis for your evaluations.

3. Developer Presentations & Interviews

Dates: Wednesday, June 4 – Thursday, June 5 and tentatively Friday June 6
Location: GEDA Conference Room, 5th Floor, ITC Building

Over first two days, proposers will present their solutions and participate in interviews. SMEs will also be present to provide real-time technical insight and assist in clarifying complex topics. Your active participation and inquiry will be critical to identifying a development partner who meets both the technical and community-aligned goals of this project.

Friday June 6 has been tentatively scheduled to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues

Should you have any questions or need further information, please contact:

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

[Date]

[Contractor]

[Address]

Reference: Notice to Proceed

Project Name: New Simon Sanchez High School (FDDBLM)

Contract Amount: **Type of Contract:**

Dear **[Contractor],**

You are hereby notified to commence work on the above contract. As agreed, and you are to fully complete the specific Finance, Demolition and Construction scope of work requirements within Seven Hundred and Twenty Days (720) calendar days. Your completion date is [Date 720 days after].

Should you fail to complete the project on said completion date, you will be assessed liquidated Damages in the amount of (Amount as per contract).

In case of unforeseeable delay, you are required to notify the Department of Public Works in writing immediately.

Should you have any questions or need further information, please contact:

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- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**

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Si Yu'us Ma'åse',

VINCENT P. ARRIOLA

DPW Director

542 North Marine Corps Drive, Tamuning, Guam 96913 ● Tel (671) 646-3131 / 3232 ● Fax (671) 649-6178

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

[Date]

[Proposer]
[Address]

Reference: NOTICE OF INTENT TO AWARD
RFP for New Simon Sanchez FDDBLM – Project No. 730-5-1059-L-YIG

Dear [Proposer POC],

Congratulations, I am pleased to inform you that, your team has been selected as the No.1 ranking offeror. The Evaluation Committee for the above reference project as assigned by Public Law 37-22 has completed their evaluation of the proposals and has selected your team. This letter will serve as DPW's **NOTICE OF INTENT TO AWARD**.

Contract negotiations will begin twenty (20) days from today. Attached please find the draft contracts which serve as the basis of our negotiation. Once we have successfully completed our negotiations, you will have seven days to submit the following:

Required Insurance coverage,
Written clearance from the Department of Revenue and Taxation,
Current Business License,
Executed formal contract, and
Performance and Payment Bond.

Thank you very much for 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
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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 in the recent Request for Proposal to build a New Simon Sanchez High School. 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. The term sheet will be held in abeyance and returned upon execution of the final contract.

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

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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. Your proposal has been determined to meet the needs of the Government of Guam to the best degree.

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.

Thank you very much for the impressive RFP submittal. The time and effort your firm and staff expended is sincerely appreciated.

VINCENT P. ARRIOLA
Director of Public Works

SSFM International

DPW SSFM Weekly Wednesday Meeting
Wednesday, May 14, 2025, 0900
DPW Directors Office

I. CALL TO ORDER

II. Approval of Minutes
- A. April 23, 2025 – GEDA Conference room
- B. April 25, 2025 – DPW Director's Office
- C. April 30, 2025 – DPW Director's Office
- D. May 7, 2025 – DPW Director's Office

III. UNFINISHED BUSINESS
- A. RFP Submittal Logistics
- B. Review of Draft Letters
  - A. Evaluation Team Responsibilities
  - B. SME Responsibilities
  - C. Selection notice and Interview Times
  - D. Notice of Intent to Award
  - E. Rankings Notification
- C. No Cost Change Order

IV. NEW BUSINESS

V. ACTION ITEMS

VI. NEXT MEETING
- A. Wednesday May 14, 2025, 0900 DPW Director's Office

VII. ADJOURN

****

UPCOMING MILESTONES

- **Friday, May 23, 4pm:** RFP Submittal Due Date
- **Tuesday, May 27, 8am-5pm:** Vetting Proposals
- **Wednesday, May 28:** Contact Interviewees 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

SSFM International

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

LOCATION: **DPW Directors Office**

DATE: **Wednesday, May 7, 2025**

TIME: **Start: 09:07 AM** **End: 10:00 AM**

ATTENDEES:

Organization	Name	Initials
DPW	Vince Arriola	VA
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG

I. CALL TO ORDER

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

II. Approval of Minutes

Minutes of April 23, 2025, April 25, 2025, and April 30, 2025 were submitted to Director Arriola for his review and approval.

III. UNFINISHED BUSINESS

A. RFP Submittal Logistics

Director VA wanted to ensure that the whole procurement process was forthright, transparent, and proper communication was in place regarding the next steps in the procurement process.

Discussion focused on receiving and properly securing all proposals and preparing individual bankers' boxes for the Evaluation Committee. Security included using a locked horizontal file cabinet to store the proposals and allowing the individuals to store personal phones in a secure storage area.

Times for Proposers, evaluation committee, SME's, and support staff were clearly delineated so as to provide advance notice to clear schedules and allow for best efforts to keep the timelines.

B. Review of Draft Letters

a. Evaluation Team Responsibilities

Memo template was revised as VA wanted a clear and structured approach for engaging the Evaluation Committee. Memorandum needed to be signed by both Superintendent Eric Swanson as the chair

and Director VA as the procurement officer. Memo will have a strong emphasis on accountability, education, and consistency. In short doing all possible to have will structured and prepared evaluation committee.

b. SME Responsibilities
Letters to the Subject Matter Experts will be revised and signed by both Superintendent Eric Swanson as the chair and Director VA as the procurement officer. SME's will provide a 10 to 15 minute training for the Evaluation Committee and be on site beginning June 3rd and will be available during Proposers' presentations to provide additional support to the Evaluation Committee.

c. Selection notice and Interview Times
d. Notice of Intent to Award
e. Rankings Notification
Letters for items c. thru e. will be templated for the proposers using normal DPW form letters.

C. Presentation and Interview Slots

Proposers' times will be assigned based on order of submittals. Each Proposal Team will be given 30 minutes to present followed by another 30 minutes of Q&A. Presentations will begin on Wednesday, June 4th and Thursday June 5th. Director VA wanted to ensure that the whole procurement process was forthright, transparent

IV. NEW BUSINESS

A. No Cost Change Order
GLG advised that SSFM will be sending over a "No Cost Change Order". The pre-construction period will be extended from 6 months to 10 months and the entire project will be extended for the same. Additionally, the Building Information Management (BIM) will be taken out as there are no existing platforms in GDOE or DPW.

V. ACTION ITEMS

- **GLG will redraft all memorandums and letters to incorporate changes discussed above.**
- **Director VA will procure the horizontal filing cabinets to house the bankers' boxes.**
- **DPW and SSFM will secure and prep the GEDA conference room and the DPW conference room for evaluation teamwork space.**

SSFM International

VI. NEXT MEETING

VII. ADJOURN
10:18 AM Meeting Adjourned

****

UPCOMING MILESTONES

- **Tuesday, May 27, 8am-5pm:** Vetting Proposal(s)
- **Thursday, May 29:** Notice to Interviewees to confirm their presentation time slots
- **Friday, May 30, - Monday, 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

NEXT MEETING:
Wednesday, May 14, 2025, 09:00 AM

April 18, 2025
Prepared & submitted by:
SSFM International, INC.
Glenn Leon Guerrero
Senior Project Manager

TALLY FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**

Proposer / Consultant	Evaluator's Rating						Total
	"A"	"B"	"C"	"D"	"E"	"CHAIR"	
[Proposer 1]							
[Proposer 2]							
[Proposer 3]							
[Proposer 4]							
TOTAL							

CONCURRED BY:

EVALUATOR "A"

Name: **Vincent P. Arriola**
Title: Director
Dept.: Dept. of Public Works

CHAIRMAN

Name: **K. Erik Swanson**
Title: Superintendent
Dept. GDOE

EVALUATOR "B"

Name: **Carla Masnayon**
Title: SSHS Principal
Dept.: Simon Sanchez High School

EVALUATOR "C"

Name: **Carlos Bordallo**
Title: Deputy Director
Dept.: GEDA

EVALUATOR "D"

Name: **Joseph Borja**
Title: Director
Dept.: Director of Land Management

EVALUATOR "E"

Name: **Benny San Nicolas**
Title: Building Permits Administrator
Dept.: Dept. of Public Works

EVALUATION FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**25**	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**25**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

INDIVIDUAL EVALUATION FORM

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

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

[Date:]

[Proposer]

[Address]

Attn: [Proposer POC]

SUBJECT: Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

Dear **[Proposer POC]**

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

Your companies' participants will be required to present your proposal and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time is limited to thirty (30) minutes. Followed by a thirty (30) minute Q&A session. Please note, the times 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.
- At the presentation site, a secure storage area will be available. We ask that for confidentiality purposes, you or your team do not record or photograph the presentation.
- All sessions will be recorded.

For any questions or additional assistance, please contact John Calanayan at (671)646-3189 or via email at john.calanayan@dpw.guam.gov. Thank you for your cooperation and commitment to this critical phase of the project.

Si Yu'us Ma'åse'

K ERIK SWANSON, PhD
GDOE Superintendent

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ERNEST G. CANDOLETA, JR.
Deputy Director

[Date]

[SME Name]

[Address]

SUBJECT: SMEs Responsibilities – New Simon Sanchez High School Project No. 730-5-1059-L-YIG

Dear **[SME Name],**

Thank you for graciously participating as a Subject Matter Expert (SME) for the New Simon Sanchez High School Project, No. 730-5-1059-L-YIG. Your expertise and support are vital to ensuring a transparent and well-structured selection process, which aligns with our shared goal of building trust with the community and stakeholders.

Our objective is to identify a long-term partner—one committed not only to financing, demolishing, constructing, insuring, and maintaining the new school, but also to becoming a dedicated member of our Shark Community for the next 30 years. We believe that a transparent, collaborative, and thorough process is essential for establishing a partnership built on trust and shared vision.

As a SME, you are kindly requested to participate in four consecutive days of in-person meetings, beginning June 3 through June 6, 2025. These full-day sessions will be held from 8:00 AM to 5:00 PM at the GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam. Your role for these dates are:

- On **Tuesday June 3**, you will lead a training session for the Evaluation Committee Members (ECMs), providing an overview of Procedural, Finance, Construction, and Operations & Maintenance.

  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.

- **On Wednesday, June 4 and Thursday, June 5** you will provide technical support to the ECMs throughout their evaluation. Your expertise during these days will be crucial in assisting the ECMs with any technical questions or clarifications needed to ensure a thorough and fair assessment process.
- **On Friday, June 6**, we have tentatively scheduled this day to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Our SME Team is group of experts which provides the talent needed in helping the ECMs evaluate each offeror's capacity to serve as a collaborative, reliable, and technically proficient partner. The team is comprised as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

Each ECM will be given time to thoroughly review the proposals in advance. During the session, they will pose questions 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.

Should you have any questions or need further information, please contact:

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VINCENT P. ARRIOLA
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ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM

Date:

To: Evaluation Committee Members

From: Erik Swanson, PhD, GDOE Superintendent
Vincent P. Arriola, Director, Department of Public Works

Subject: Evaluation Committee Members Roles & Responsibilities

Håfa Adai Evaluation Committee Members,

We extend our sincere appreciation for your participation in this critical phase of the procurement process for the new Simon Sanchez High School. As a selected member of the Evaluation Committee, you play a vital role in a process designed to be transparent, rigorous, and fair. Your thoughtful, unbiased input is essential to selecting a partner who will help shape the future of education for generations of students.

This initiative marks more than just the construction of a facility—it is about identifying a long-term partner who will finance, design, build, insure, and maintain the school while becoming a collaborative and reliable member of our community for the next 30 years. Our commitment to transparency and accountability has guided every step of this procurement, and your participation reinforces that commitment.

Below are the key dates and expectations for your involvement:

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- Review materials (highlighters, pens, pencils) will be provided.
- To preserve objectivity, please refrain from discussing proposals with fellow committee members during the review period.

2. Subject Matter Expert (SME) Session

Date: Tuesday, June 3
Time: 9:00 AM – 5:00 PM
Location: GEDA Conference Room, 5th Floor, ITC Building

This session provides an opportunity for Evaluation Committee Members to engage directly with Subject Matter Experts (SMEs) for clarification and insight related to specific areas of the proposals. SMEs have been grouped as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
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We encourage you to come prepared with questions that address your review findings. This is your opportunity to deepen your understanding and ensure the strongest possible basis for your evaluations.

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Dates: Wednesday, June 4 – Thursday, June 5 and tentatively Friday June 6
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Over first two days, proposers will present their solutions and participate in interviews. SMEs will also be present to provide real-time technical insight and assist in clarifying complex topics. Your active participation and inquiry will be critical to identifying a development partner who meets both the technical and community-aligned goals of this project.

Friday June 6 has been tentatively scheduled to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues

Should you have any questions or need further information, please contact:

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ERNEST G. CANDOLETA, JR.
Deputy Director

[Date]

[Contractor]

[Address]

Reference: Notice to Proceed

Project Name: New Simon Sanchez High School (FDDBLM)

Contract Amount: **Type of Contract:**

Dear **[Contractor],**

You are hereby notified to commence work on the above contract. As agreed, and you are to fully complete the specific Finance, Demolition and Construction scope of work requirements within Seven Hundred and Twenty Days (720) calendar days. Your completion date is [Date 720 days after].

Should you fail to complete the project on said completion date, you will be assessed liquidated Damages in the amount of (Amount as per contract).

In case of unforeseeable delay, you are required to notify the Department of Public Works in writing immediately.

Should you have any questions or need further information, please contact:

- John Calanayan at (671) 647-3189 or john.calanayan@dpw.guam.gov
- Vincent P. Arriola at (671) 646-3131 or vince.arriola@dpw.guam.gov

Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse',

VINCENT P. ARRIOLA
DPW Director

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

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

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

[Date]

[Proposer]
[Address]

Reference: **NOTICE OF INTENT TO AWARD**
RFP for New Simon Sanchez FDDBLM – Project No. 730-5-1059-L-YIG

Dear [Proposer POC],

Congratulations, I am pleased to inform you that, your team has been selected as the No.1 ranking offeror. The Evaluation Committee for the above reference project as assigned by Public Law 37-22 has completed their evaluation of the proposals and has selected your team. This letter will serve as DPW's **NOTICE OF INTENT TO AWARD**.

Contract negotiations will begin twenty (20) days from today. Attached please find the draft contracts which serve as the basis of our negotiation. Once we have successfully completed our negotiations, you will have seven days to submit the following:

Required Insurance coverage,
Written clearance from the Department of Revenue and Taxation,
Current Business License,
Executed formal contract, and
Performance and Payment Bond.

Thank you very much for the impressive RFP submittal. The time and effort your firm and staff expended is sincerely appreciated.

VINCENT P. ARRIOLA
Director of Public Works

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VINCENT P. ARRIOLA
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 in the recent Request for Proposal to build a New Simon Sanchez High School. 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. The term sheet will be held in abeyance and returned upon execution of the final contract.

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

Gmail

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

Correspondence templates and Forms for SSHS RFP

Glenn Leon Guerrero <gguerrero@ssfm.com> Wed, May 14, 2025 at 1:00 PM
To: Tom Keeler <tkeeler@oagguam.org>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Virgilio Valencia <vvalencia@ssfm.com>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hafa Adai Vince,

Here is the latest draft:

1. Using Dr. Swanson's correct name and title;
2. Added John Calanayan in all outside correspondence;
3. Revise the Notice to Proposer regarding presentation time and our house rules; and
4. Added a signature line on the tally sheet for the evaluators.

As mentioned, you would like Tom to review. Once he completes his review, please advise and we will prepare memo and letters to the Evaluation Committee and SME Team for you rsignature.

Glenn Guerrero |Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

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

8 attachments

SME Template v3.docx
124K

T_ECM Memo v3.docx
125K

Selection notice of Presentation and Interview Template v3.docx
122K

Individual Evaluation Form - SSHS RFP v3.docx
18K

DPW Tally Form v3.docx
21K

DPW RFP Ranking 2-3 v3.docx
117K

DPW RFP Ranking #1 NOIA v3.docx
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DPW NTP v3.docx
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VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

[Date]

[SME Name]

[Address]

SUBJECT: SMEs Responsibilities – New Simon Sanchez High School Project No. 730-5-1059-L-YIG

Dear **[SME Name],**

Thank you for graciously participating as a Subject Matter Expert (SME) for the New Simon Sanchez High School Project, No. 730-5-1059-L-YIG. Your expertise and support are vital to ensuring a transparent and well-structured selection process, which aligns with our shared goal of building trust with the community and stakeholders.

Our objective is to identify a long-term partner—one committed not only to financing, demolishing, constructing, insuring, and maintaining the new school, but also to becoming a dedicated member of our Shark Community for the next 30 years. We believe that a transparent, collaborative, and thorough process is essential for establishing a partnership built on trust and shared vision.

As a SME, you are kindly requested to participate in four consecutive days of in-person meetings, beginning June 3 through June 6, 2025. These full-day sessions will be held from 8:00 AM to 5:00 PM at the GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam. Your role for these dates are:

- On **Tuesday June 3**, you will lead a training session for the Evaluation Committee Members (ECMs), providing an overview of Procedural, Finance, Construction, and Operations & Maintenance.

  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.

- **On Wednesday, June 4 and Thursday, June 5** you will provide technical support to the ECMs throughout their evaluation. Your expertise during these days will be crucial in assisting the ECMs with any technical questions or clarifications needed to ensure a thorough and fair assessment process.
- **On Friday, June 6**, we have tentatively scheduled this day to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Our SME Team is group of experts which provides the talent needed in helping the ECMs evaluate each offeror's capacity to serve as a collaborative, reliable, and technically proficient partner. The team is comprised as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

Each ECM will be given time to thoroughly review the proposals in advance. During the session, they will pose questions 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.

Should you have any questions or need further information, please contact:

- John Calanayan at (671) 646-3189 or **john.calanyan@dpw.guam.gov**
- Leila Ludwig at (671) 788-8330 or **lludwig@ssfm.com**
- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**
- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse',

K. ERIK SWANSON, PHD
GDOE Superintendent

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

MEMORANDUM

Date:

To: Evaluation Committee Members

From: Erik Swanson, PhD, GDOE Superintendent
Vincent P. Arriola, Director, Department of Public Works

Subject: Evaluation Committee Members Roles & Responsibilities

Håfa Adai Evaluation Committee Members,

We extend our sincere appreciation for your participation in this critical phase of the procurement process for the new Simon Sanchez High School. As a selected member of the Evaluation Committee, you play a vital role in a process designed to be transparent, rigorous, and fair. Your thoughtful, unbiased input is essential to selecting a partner who will help shape the future of education for generations of students.

This initiative marks more than just the construction of a facility—it is about identifying a long-term partner who will finance, design, build, insure, and maintain the school while becoming a collaborative and reliable member of our community for the next 30 years. Our commitment to transparency and accountability has guided every step of this procurement, and your participation reinforces that commitment.

Below are the key dates and expectations for your involvement:

1. Self-Review Period

Dates: Friday, May 30 – Monday, June 2
Time: 8:00 AM – 5:00 PM
Location: FHWA Conference Room, 2nd Floor, DPW FHWA Building

During this period, Evaluation Committee Members may access and independently review the submitted proposals. Please observe the following procedures to maintain the security and integrity of the process:

- Cell phones must be placed in a designated secure area and will not be accessible during your review session. Devices will be returned upon completion.
- Dual custody of all proposals will be maintained at all times to ensure transparency and procedural integrity.
- Review materials (highlighters, pens, pencils) will be provided.
- To preserve objectivity, please refrain from discussing proposals with fellow committee members during the review period.

2. Subject Matter Expert (SME) Session

Date: Tuesday, June 3
Time: 9:00 AM – 5:00 PM
Location: GEDA Conference Room, 5th Floor, ITC Building

This session provides an opportunity for Evaluation Committee Members to engage directly with Subject Matter Experts (SMEs) for clarification and insight related to specific areas of the proposals. SMEs have been grouped as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

We encourage you to come prepared with questions that address your review findings. This is your opportunity to deepen your understanding and ensure the strongest possible basis for your evaluations.

3. Developer Presentations & Interviews

Dates: Wednesday, June 4 – Thursday, June 5 and tentatively Friday June 6
Location: GEDA Conference Room, 5th Floor, ITC Building

Over first two days, proposers will present their solutions and participate in interviews. SMEs will also be present to provide real-time technical insight and assist in clarifying complex topics. Your active participation and inquiry will be critical to identifying a development partner who meets both the technical and community-aligned goals of this project.

Friday June 6 has been tentatively scheduled to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Should you have any questions or need further information, please contact:

- John Calanayan at (671) 646-3189 or **john.calanyan@dpw.guam.gov**
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- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse'

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

[Date:]

[Proposer]

[Address]

Attn: [Proposer POC]

SUBJECT: Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

Dear **[Proposer POC]**

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

Your companies' participants will be required to present your proposal and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time is limited to thirty (30) minutes. Followed by a thirty (30) minute Q&A session. Please note, the times 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.
- During the presentation, a secure storage area will be made available for all cellphones, smart devices and other recording devices. We ask that for confidentiality purposes, you or your team do not record or photograph the presentation. This step is taken to preserve the security and integrity of all the presentations conducted for this procurement.

- All sessions will be video and audially recorded by DPW. These recordings will be available upon request at the end of the procurement process.

For any questions or additional assistance, please contact John Calanayan at (671)646-3189 or via email at john.calanayan@dpw.guam.gov. Thank you for your cooperation and commitment to this critical phase of the project.

Si Yu'us Ma'åse'

K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

EVALUATION FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**
Evaluator's Name: _____

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**25**	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**25**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	**10**	
TOTAL POINTS	**100**	

INDIVIDUAL EVALUATION FORM

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

Evaluator's Signature: _____ **Date:** _____

TALLY FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**

Proposer / Consultant	Evaluator's Rating						Total
	"A"	"B"	"C"	"D"	"E"	"CHAIR"	
[Proposer 1]							
[Proposer 2]							
[Proposer 3]							
[Proposer 4]							
TOTAL							

CONCURRED BY:

EVALUATOR "A"

Name: **Vincent P. Arriola**
Title: Director
Dept.: Dept. of Public Works

CHAIRMAN

Name: **K. ERIK SWANSON, PHD**
Title: Superintendent
Dept. GDOE

EVALUATOR "B"

Name: **Carla Masnayon**
Title: SSHS Principal
Dept.: Simon Sanchez High School

EVALUATOR "C"

Name: **Carlos Bordallo**
Title: Deputy Director
Dept.: GEDA

EVALUATOR "D"

Name: **Joseph Borja**
Title: Director
Dept.: Director of Land Management

EVALUATOR "E"

Name: **Benny San Nicolas**
Title: Building Permits Administrator
Dept.: Dept. of Public Works

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JOSHUA F. TENORIO
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public works
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VINCENT P. ARRIOLA
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 in the recent Request for Proposal to build a New Simon Sanchez High School. The time and effort your company and staff expended is sincerely appreciated.

The selection committee has completed its evaluation of all proposals and your proposal was ranked [No. 2,3]. Although your Proposal will not be subject for contract negotiations at this time, please be advised that DPW will retain your proposal as the initial evaluation may not exclude your proposal from further consideration. The term sheet will be held in abeyance and returned upon execution of the final contract.

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.

Should you have any questions or need further information, please contact:

John Calanayan at (671) 647-3189 or **john.calanayan@dpw.guam.gov**

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Director of Public Works

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

[Date]

[Proposer]
[Address]

Reference: NOTICE OF INTENT TO AWARD
RFP for New Simon Sanchez FDDBLM – Project No. 730-5-1059-L-YIG

Dear [Proposer POC],

Congratulations, I am pleased to inform you that, your team has been selected as the No.1 ranking offeror. The Evaluation Committee for the above reference project as assigned by Public Law 37-22 has completed their evaluation of the proposals and has selected your team. This letter will serve as DPW's **NOTICE OF INTENT TO AWARD**.

Contract negotiations will begin twenty (20) days from today. Attached please find the draft contracts which serve as the basis of our negotiation. Once we have successfully completed our negotiations, you will have seven days to submit the following:

Required Insurance coverage,
Written clearance from the Department of Revenue and Taxation,
Current Business License,
Executed formal contract, and
Performance and Payment Bond.

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John Calanayan at (671) 647-3189 or **john.calanayan@dpw.guam.gov**

Thank you very much for the impressive RFP submittal. The time and effort your firm and staff expended is sincerely appreciated.

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Director of Public Works

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DIPATTAMENTON CHE'CHO' PUPBLEKO

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

[Date]

[Contractor]

[Address]

Reference: Notice to Proceed

Project Name: New Simon Sanchez High School (FDDBLM)

Contract Amount: **Type of Contract:**

Dear **[Contractor],**

You are hereby notified to commence work on the above contract. As agreed, and you are to fully complete the specific Finance, Demolition and Construction scope of work requirements within Seven Hundred and Twenty Days (720) calendar days. Your completion date is [Date 720 days after].

Should you fail to complete the project on said completion date, you will be assessed liquidated Damages in the amount of (Amount as per contract).

In case of unforeseeable delay, you are required to notify the Department of Public Works in writing immediately.

Should you have any questions or need further information, please contact:

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Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse',

VINCENT P. ARRIOLA
DPW Director

Gmail

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

Correspondence templates and Forms for SSHS RFP

Glenn Leon Guerrero <gguerrero@ssfm.com> Wed, May 14, 2025 at 2:07 PM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Virgilio Valencia <vvalencia@ssfm.com>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

14 MAY 2025

Tom,

Thank you for your email. We will prepare Director's determination after his input. Once prepared we will seek your review and approval.

Glenn Guerrero |Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Tom Keeler <tkeeler@oagguam.org>
Sent: Wednesday, May 14, 2025 2:03 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Virgilio Valencia <vvalencia@ssfm.com>; John F. Calanayan <john.calanayan@dpw.guam.gov>
Subject: Re: Correspondence templates and Forms for SSHS RFP

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

Private and Confidential

Glenn,

Thanks, all of the drafts look good. Please remember that there is a mandatory step before any of the letters can issue. DPW needs the evaluation committee, as part of its review, to make a recommendation that each proposer's submittals are RESPONSIVE (i.e., meaning that they submitted all required materials). There may be minor items omitted but if such they should be pointed out to the director. The director can then determine (in a written

determination) if such are minor items or material. The director should make this determination shortly after the submissions have been received and reviewed.

Please contact me if you have any questions. Thanks

Regards,

Tom

Thomas P. Keeler

Assistant Attorney General

Cell: 488-3232

On Wed, May 14, 2025 at 1:01 PM Glenn Leon Guerrero <gguerrero@ssfm.com> wrote:

> Hafa Adai Vince,
>
> Here is the latest draft:
>
> 1. Using Dr. Swanson's correct name and title;
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As mentioned, you would like Tom to review. Once he completes his review, please advise and we will prepare memo and letters to the Evaluation Committee and SME Team for you rsignature.

Glenn Guerrero | Senior Project Manager

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gguerrero@ssfm.com | www.ssfm.com

[Quoted text hidden]

Gmail

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

Correspondence templates and Forms for SSHS RFP

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Thanks

Regards,

Tom

Thomas P. Keeler

Assistant Attorney General
Cell: 488-3232
[Quoted text hidden]

JB Modern Tech

POC: Jacinto Paguigan

No.	Questions	Response by	Response
1	This template is for " Request for Information' (RFI) that the bidders will be using for the queries.	JC, DPW	Send the RFI with your letterhead and send it in word format so, more easier to respond.
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.		
3	Can this project be self-finance without the bonding from GEDA?	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 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.*
4	If self-finance does the RFP continues?	LC, BBMR	**DRAFT:** If self financed the RFP must still continue as the criteria for selection involves more than the financing element (see evaluation criteria)
5	If self-finance what will be the requirements?	LC, BBMR	**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.

Read 5/15/25
RFP Questions

General Pacific

POC: Phil Roberto

No.	Questions	Response by
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.	TRMA
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.	GEDA/SSFM
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?	GEDA/BBMR
4	We would like to request a submission date extension of 30 days.	DPW

Eastern Pacific Engineering & Construction

POC: Tiffani Lee Cruz

No.	Questions	Response by
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.	DPW

Pacific Federal Management

POC: Ken San Nicolas

No.	Questions	Response by
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.	GEDA/BBMR
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
3	What supporting documents are required to show approval to obtain financing? EG a letter of intent or other documentation?	GEDA/BBMR/SFM
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?	GEDA/BBMR/SFM

Core Tech Intl

POC : Jemar Legaspi

No.	Questions	Response by
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.	TRMA
2	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
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?	TRMA
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.	DPW ~~GEDA~~
5	Reference: XXX-Performance and Payment Bond. Kindly provide the required form as referenced.	DPW ~~GEDA~~
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	TRMA
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. b. Please confirm whether these are included as built-in equipment.	TRMA
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.	TRMA

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.	TRMA
10	Reference Drawings A8.18 FF&E Schedule and A8.19 FF&E Schedule 1. The table shows the FF&E Schedule and column identifiying 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 pricng. 3. Some FF&E items are listed but are not marked as either GC/OFCI or OFCI. Please clarify.	TRMA
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 pertains to FF&E but do not match. Some FF&E in drawing list are OFOI but says otherwise on Attachment 12. Please clarify	TRMA
12	Please provide liquidated damages calculation.	DPW
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 digrams", please note that this is a design-build and requires ample time to design. Please consider removing this 30 days submission date within award.	TRMA
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.	TRMA
15	How much of the percentage of the RFP design drawings can be used by successful offeror?	TRMA
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 prorgamming 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
17	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
18	Can any ground improvement works including logs (such as those from probing and grouting) for the existing structures please be made avaliable?	TRMA
19	Can any investigational finding including borehole logs assocaited with the existing structures please be made available?	TRMA
20	Can the building assessment or forensic enginering report on the closure of the existing structures please be made available?	DPW/TRMA

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 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
22	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
23	Page 3, Section 3 – Please identify the subsequent / relevant public	DPW/SSFM
24	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
25	Page 5, Section 3(n) – a. Please define "firm" and identify the types of coverage and coverage limits required.	SSFM
26	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
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?	DPW/SSFM

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

Guam Education Financing Foundation III/ Eastern Contractors Corporation/ Future World Corporation

POC: James Wilson

No.	Questions	Response by
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?	DPW
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.	SSFM ~~GEDA/BBMR~~
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?	SSFM ~~GEDA/BBMR~~
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.	DPW
5	Door Schedule or Door Types—door type is not indicated on the Room Requirement. It is also not indicated on the Concept Drawing.	TRMA
6	Are H1 or H2 workers allowed on this project?	SSFM
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?	TRMA
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.	TRMA
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?	TRMA
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."	DPW/SSFM
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?	DPW/SSFM
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?	TRMA
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?	TRMA
14	Is the industrial exhaust ventilation system for the automotive class workshop a vehicle exhaust system?	TRMA
15	The background is missing on Sheet E5.11. Please provide an updated sheet.	SSFM

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.	TRMA
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.	TRMA
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.	TRMA

SSFM International

DPW SSFM Weekly Wednesday Meeting
Wednesday, May 21, 2025 0900
DPW Directors Office

I. CALL TO ORDER
- **The meeting was called to order at 9:10am.**
- **Present: DPW Director Vince Arriola, SSFM SSHS Project Manager Glenn Leon Guerrero, SSFM SSHS Principal Joseph Duenas, SSFM Deputy Manager Gerard Bautista**

II. Approval of Minutes
A. May 14, 2025 – DPW Director's Office

III. UNFINISHED BUSINESS
A. Responsiveness template from John to DPW Director
- **The Director does not need a letter from John Calanayan to him on responsiveness, but to follow their typical format, which is that the DPW Director will determine responsiveness.**

B. Director's Determination regarding the responsiveness of submittals
- **SSFM will draft a Letter of Determination on responsiveness and send to the DPW Director. DPW Director would like the GDOE Superintendent copied in the Letter of Determination. Joe Duenas to draft Letter of Determination and send to Glenn for submission to DPW Director tomorrow.**

C. Letter from DPW Director to GDOE Superintendent re: submittals are ready for evaluation.

C. No Cost Change Order
- **DPW Director inquired on the status. Glenn LG reported that it was with DPW Deputy Director Linda Ibanez.**
- **Other Items Discussed:**
  - **i. Letter to Proposers notifying them of their interview time slots.**
  - **ii. Proposal Submittal Deadline- This Friday, May 23rd is the submission deadline. SSFM will be there to document the submittals and time (4pm) for the record.**
  - **iii. The DPW Director said he wanted someone other than John to take possession of the key to the locked file cabinet where the proposals will be held. This will ensure 2 person criteria.**
  - **iv. Proposer Interviews- DPW Director wants SSFM to arrive early (8am) and ensure all the video and recordings are ready and tested.**
  - **v. For Tuesday Evaluation Meeting with Evaluators and SMEs, the Director wants minutes taken.**
  - **vi. There was discussion on arranging a separate meeting to brief the GDOE Superintendent on role and some talking points as the Chairman of the Evaluation Committee. They will discuss at the Friday May 30th Evaluation and SME Evaluation Committee Meeting.**
  - **vii. For the SME/ Evaluator Meeting and the Interviews, SSFM will provide light refreshments and drinks.**
  - **viii. DPW Director would like to ensure Assistant AG Keeler is included in all procurement meetings and interviews in the coming weeks.**

SSFM International

ix. **There was discussion on ensuring that Subject Matter Experts properly educate and respond to Evaluator questions during the evaluation process, as this is a complex and multifaceted RFP which includes finance, construction, maintenance, etc., and it is in the best interest to the government that the evaluators are properly informed in each area as they are not subject matter experts in the various fields. It is important to the people of Guam that the developer selected is the highest qualified Offeror with the experience, capacity, and manpower to be the best partner for the government during the leaseback period and can meet the aggressive construction timeline.**

IV. NEW BUSINESS
A. Press Release for Submittals
- **SSFM (Joe) will draft a press release and send to DPW Director documenting the number of submissions and the next steps in the process.**

V. ACTION ITEMS

VI. NEXT MEETING
A. Wednesday May 28, 2025, 0900 DPW Director's Office

VII. ADJOURN

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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

May 21, 2025
Prepared & submitted by:
SSFM International, INC.
Joseph Duenas
Pacific Area Manager

Simon Sanchez High School
Project No. 730-5-1059-L-YIG

DRAFT SSHS Evaluation Committee & Subject Matter Expert Schedule

Meeting with Evaluation Committee & SMEs
Friday, May 30, 9am-11am, DPW FHWA Conference Room

- Meeting Objective:
  1) Update on Status of Proposals
  2) Review Evaluators Scoring Sheet
  3) Pre Evaluation Access to Proposal Schedules- Friday, Saturday, Monday
  4) Expectations during evaluation process (i.e., all day Tuesday-Thursday)
  5) SME engagement Tuesday, during and after interviews

Evaluation Committee Access to Review Proposals
Friday, May 30; Saturday, May 31; Monday, June 2, FHWA Conference Room

- Contact Leila Ludwig at (671) 788-8330 to schedule time block.

Evaluation Committee Convenes for Evaluation (Tuesday-Thursday)

- DAY 1: EVALUATION: EVALUATION CONVENES W/ SMEs
  Tuesday, June 3, 9am-5pm, GEDA Conference Room
  1) SME presentation
  2) Evaluators through review of RFP
  3) Evaluator Questions for SMEs

- DAY 2: GUAM EDUCATION FINANCING FOUNDATION III, INC
  Wednesday, June 4, 9am-11:30am, GEDA Conference Room
  1) Presentation (30 minutes)
  2) Evaluator questions for Proposers (30 minutes)
  3) Dismiss Proposer
  4) Review proposal/ questions for SMEs

- DAY 2: CORE TECH INTERNATIONAL CORPORATION
  Wednesday, June 4, 1:30pm-4pm, GEDA Conference Room
  1) Presentation (30 minutes)
  2) Evaluator Questions for Proposers (30 minutes)
  3) Dismiss Proposer
  4) Review proposal/ questions for SMEs

- DAY 3: GENERAL PACIFIC SERVICES, LLC
  Thursday, June 5, 9am-11:30pm, GEDA Conference Room
  1) Presentation (30 minutes)
  2) Evaluator Questions for Proposers (30 minutes)
  3) Dismiss Proposers
  4) Review proposal/ questions for SMEs

- DAY 3: FINAL EVALUATION COMMITTEE REVIEW/ SUBMIT FINAL RANKING
  Thursday, June 5, 1:30pm-5pm. GEDA Conference Room
  1) Final Evaluation Committee Review and Submission of Final Ranking
  2) Final ranking tabulated by DPW
  3) Letter of Selection from Evaluation Committee Chairman to DPW Director

- DAY 4: DPW NOTICE OF SELCTION ISSUED
  Friday, June 6
  1) Original schedule June 20, 2025
  2) Protest period up to June 20, 2025

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

May 21, 2025

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

Linda Ibanez
Director, Dept of Public Works
542 North Marine Corps Drive,
Tamuning, Guam 96913

Lester Carlson
Director, Bureau of Budget Management
Adelup, Guam

Christina Garcia
Administrator, Guam Economic Development Authority

Ed Hipolito
Senior Project Manager, SSFM

Glenn Leon Guerrero
Senior Project Manager, SSFM

Cedric Cruz,
Senior Project Manager, TRMA

Michael Makio
Principal, TRMA

Carla Masnayon, PHD
Principal, Simon Sanchez High School

SUBJECT: SMEs Responsibilities – New Simon Sanchez High School Project No. 730-5-1059-L-YIG

Dear **Subject Matter Expert,**

Thank you for graciously participating as a Subject Matter Expert (SME) for the New Simon Sanchez High School Project, No. 730-5-1059-L-YIG. Your expertise and support are vital to ensuring a transparent and well-structured selection process, which aligns with our shared goal of building trust with the community and stakeholders.

Our objective is to identify a long-term partner—one committed not only to financing, demolishing, constructing, insuring, and maintaining the new school, but also to becoming a dedicated member of our Shark Community for the next 30 years. We believe that a transparent, collaborative, and thorough process is essential for establishing a partnership built on trust and shared vision.

As a SME, you are kindly requested to participate in four consecutive days of in-person meetings, beginning June 3 through June 6, 2025. These full-day sessions will be held from 8:00 AM to 5:00 PM at the GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam. Your role for these dates are:

- On **Tuesday June 3**, you will lead a training session for the Evaluation Committee Members (ECMs), providing an overview of Procedural, Finance, Construction, and Operations & Maintenance.

  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.

- **On Wednesday, June 4 and Thursday, June 5** you will provide technical support to the ECMs throughout their evaluation. Your expertise during these days will be crucial in assisting the ECMs with any technical questions or clarifications needed to ensure a thorough and fair assessment process.

- **On Friday, June 6**, we have tentatively scheduled this day to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Our SME Team is group of experts which provides the talent needed in helping the ECMs evaluate each offeror's capacity to serve as a collaborative, reliable, and technically proficient partner. The team is comprised as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

Each ECM will be given time to thoroughly review the proposals in advance. During the session, they will pose questions to the SMEs based on their review and concerns within your area of expertise. You are expected to provide responsive answers.

Should you have any questions or need further information, please contact:

- John Calanayan at (671) 646-3189 or **john.calanyan@dpw.guam.gov**
- Leila Ludwig at (671) 788-8330 or **lludwig@ssfm.com**
- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**
- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse',

K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

MEMORANDUM

Date: May 21, 2025

To: K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

BENNY SAN NICOLAS
Administrator, DPW Building Permits

JOSEPH BORJA
Director, Department of Land Management

CARLOS BORDALLO
Deputy Administrator, GEDA

CARLA MASNAYON, PHD
Principal, Simon Sanchez High School

From: Erik Swanson, PhD, GDOE Superintendent
Vincent P. Arriola, Director, Department of Public Works

Subject: Evaluation Committee Members Roles & Responsibilities

Håfa Adai Evaluation Committee Members,

We extend our sincere appreciation for your participation in this critical phase of the procurement process for the new Simon Sanchez High School. As a selected member of the Evaluation Committee, you play a vital role in a process designed to be transparent, rigorous, and fair. Your thoughtful, unbiased input is essential to selecting a partner who will help shape the future of education for generations of students.

This initiative marks more than just the construction of a facility—it is about identifying a long-term partner who will finance, design, build, insure, and maintain the school while becoming a collaborative and reliable member of our community for the next 30 years. Our commitment to transparency and accountability has guided every step of this procurement, and your participation reinforces that commitment.

Below are the key dates and expectations for your involvement:

1. Self-Review Period

Dates: Friday, May 30th ; Saturday May 31st; & Monday, June 2nd
Time: 8:00 AM – 5:00 PM
Location: CIP Conference Room, 1st Floor, DPW FHWA Building

During this period, Evaluation Committee Members may access and independently review the submitted proposals. Please observe the following procedures to maintain the security and integrity of the process:

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- Review materials (highlighters, pens, pencils) will be provided.
- To preserve objectivity, please refrain from discussing proposals with fellow committee members during the review period.

2. Subject Matter Expert (SME) Session

Date: Tuesday, June 3
Time: 9:00 AM – 5:00 PM
Location: GEDA Conference Room, 5th Floor, ITC Building

This session provides an opportunity for Evaluation Committee Members to engage directly with Subject Matter Experts (SMEs) for clarification and insight related to specific areas of the proposals. SMEs have been grouped as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

We encourage you to come prepared with questions that address your review findings. This is your opportunity to deepen your understanding and ensure the strongest possible basis for your evaluations.

3. Developer Presentations & Interviews

Dates: Wednesday, June 4 – Thursday, June 5 and tentatively Friday June 6
Location: GEDA Conference Room, 5th Floor, ITC Building

Over first two days, proposers will present their solutions and participate in interviews. SMEs will also be present to provide real-time technical insight and assist in clarifying complex topics. Your active participation and inquiry will be critical to identifying a development partner who meets both the technical and community-aligned goals of this project.

Friday June 6 has been tentatively scheduled to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Should you have any questions or need further information, please contact:

- John Calanayan at (671) 646-3189 or **john.calanyan@dpw.guam.gov**
- Leila Ludwig at (671) 788-8330 or **lludwig@ssfm.com**
- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**
- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

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

Lester Carlson, BBMR
Christina Garcia – GEDA
Ed Hipolito – Senior Project Manager, SSFM
Glenn Leon Guerrero, Senior Project Manager, SSFM
Cedric Cruz, Senior Project Manager, TRMA
Michael Makio, Principal, TRMA
Carla Masnayon, Principal, SSHS

Documents for review: SMEs Responsibilities – New Simon Sanchez High School

RECEIVED
10:55AM MAY 22 2025

Print: Bureau of Budget and Management Research
Lester Carlson, BBMR

Signature:

Date: 5-22-2025

Print: CHRISTINA MERPALEN
Christina Garcia (GEDA)

Signature:

Date: 05/22/2025

Print: Joseph Duenas
~~Ed Hipolito, Snr. Project Mgr, SSFM~~ Joseph Duenas SSFM Principal

Signature:

Date: May 22/25

Print: G
Glenn Leon Guerrero, Snr. Project

Signature:

Date: May 22/25

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

POR:
Print: Emma Nickel
Cedric Cruz, Snr. Project Mgr, TRMA

Signature: [signature]

Date: 5/22/25

POR:
Print: Emma Nickel
Michael Makio, Principal, TRMA

Signature: [signature]

Date: 5/22/25

Print: CARLA MASNAYON
Carla Masnayon, Principal, SSHS

Signature: [signature]

Date: 5/22/25

RECEIVED

MAY 22 2025

TANIGUCHI RUTH MAKIO
ARCHITECTS

542 North Marine Corps Drive, Tamuning, Guam 96913 ● Tel (671) 646-3131 / 3232 ● Fax (671) 649-6178

a540

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
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Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Benny San Nicolas – DPW
Joseph Borja – Dept. of Land Management
Carlos Bordallo – GEDA
Carla Masnayon – Principal, SSHS

Documents for review: Evaluation Committee Members Roles & Responsiblities

Print: Myrna LG Flores
Joseph Borja ~~(DOL)~~(DLM)

Signature: MF

Date: 5/22/25

Print: CHRISTINA MERPAIEN
for Carlos Bordallo(GEDA

Signature:

Date: 05/22/2025

Print: CARLA MASNAYON.
Carla Masnayon – Principal, SSHS

Signature:

Date: 5/22/25.

Print: BENNY R. SANNICOLAS
Benny San Nicolas, DPW

Signature:

Date: 5-22-2025

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

The Honorable
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Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

MEMORANDUM

Date: May 21, 2025

To: K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

BENNY SAN NICOLAS
Administrator, DPW Building Permits

JOSEPH BORJA
Director, Department of Land Management

CARLOS BORDALLO
Deputy Administrator, GEDA

CARLA MASNAYON, PHD
Principal, Simon Sanchez High School

From: Erik Swanson, PhD, GDOE Superintendent
Vincent P. Arriola, Director, Department of Public Works

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- Leila Ludwig at (671) 788-8330 or **lludwig@ssfm.com**
- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**
- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

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Si Yu'us Ma'åse'

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

May 21, 2025

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

Linda Ibanez
Director, Dept of Public Works
542 North Marine Corps Drive,
Tamuning, Guam 96913

Lester Carlson
Director, Bureau of Budget Management
Adelup, Guam

Christina Garcia
Administrator, Guam Economic Development Authority

Ed Hipolito
Senior Project Manager, SSFM

Glenn Leon Guerrero
Senior Project Manager, SSFM

Cedric Cruz,
Senior Project Manager, TRMA

Michael Makio
Principal, TRMA

Carla Masnayon, PHD
Principal, Simon Sanchez High School

SUBJECT: SMEs Responsibilities – New Simon Sanchez High School Project No. 730-5-1059-L-YIG

Dear **Subject Matter Expert,**

Thank you for graciously participating as a Subject Matter Expert (SME) for the New Simon Sanchez High School Project, No. 730-5-1059-L-YIG. Your expertise and support are vital to ensuring a transparent and well-structured selection process, which aligns with our shared goal of building trust with the community and stakeholders.

Our objective is to identify a long-term partner—one committed not only to financing, demolishing, constructing, insuring, and maintaining the new school, but also to becoming a dedicated member of our Shark Community for the next 30 years. We believe that a transparent, collaborative, and thorough process is essential for establishing a partnership built on trust and shared vision.

As a SME, you are kindly requested to participate in four consecutive days of in-person meetings, beginning June 3 through June 6, 2025. These full-day sessions will be held from 8:00 AM to 5:00 PM at the GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam. Your role for these dates are:

- On **Tuesday June 3**, you will lead a training session for the Evaluation Committee Members (ECMs), providing an overview of Procedural, Finance, Construction, and Operations & Maintenance.

  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.

- **On Wednesday, June 4 and Thursday, June 5** you will provide technical support to the ECMs throughout their evaluation. Your expertise during these days will be crucial in assisting the ECMs with any technical questions or clarifications needed to ensure a thorough and fair assessment process.

- **On Friday, June 6**, we have tentatively scheduled this day to address any outstanding clarifications related to ECM proposals. This date is provisional and will be confirmed based on the progression of discussions and remaining issues.

Our SME Team is group of experts which provides the talent needed in helping the ECMs evaluate each offeror's capacity to serve as a collaborative, reliable, and technically proficient partner. The team is comprised as follows:

- **Procedural:** Vince Arriola & Linda Ibanez (DPW)
- **Finance:** Lester Carlson (BBMR), Tina Garcia (GEDA)
- **Construction:** Ed Hipolito (SSFM), Cedric Cruz & Mike Makio (TRMA)
- **Operations & Maintenance (O&M):** Tina Garcia (GEDA), Glenn Leon Guerrero (SSFM), Carla Masnayon (SSHS)

Each ECM will be given time to thoroughly review the proposals in advance. During the session, they will pose questions to the SMEs based on their review and concerns within your area of expertise. You are expected to provide responsive answers.

Should you have any questions or need further information, please contact:

- John Calanayan at (671) 646-3189 or **john.calanyan@dpw.guam.gov**
- Leila Ludwig at (671) 788-8330 or **lludwig@ssfm.com**
- Vincent P. Arriola at (671) 646-3131 or **vince.arriola@dpw.guam.gov**
- Glenn Leon Guerrero at (671) 488-1323 or **gguerrero@ssfm.com**

Thank you for your continued support, professionalism, and valuable contributions to this critical project. Let's build a school.

Si Yu'us Ma'åse',

KERRY SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

Gmail

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

250523 DRAFT DPW SSHS Press Release

Joseph W Duenas <jduenas@ssfm.com> Wed, May 21, 2025 at 3:03 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: 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>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director Arriola,

As discussed in today's meeting, attached you will find a DRAFT press release for your review/ revisions.

- Once DPW knows the number of Proposals that come in this Friday by 4pm, the press release should be populated with the number of proposers in the highlighted section.
- We recommend the press release go out Friday after 4pm, after the press release is populated with the correct number of Proposers.

Please let me know if you need anything further on this.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

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.

250523 DRAFT DPW SSHS Press Release.docx
116K

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

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

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

FOR IMMEDIATE RELEASE

May 23, 2025

DPW RECEIVES PROPOSALS FOR SIMON SANCHEZ HIGH SCHOOL- NEXT STEPS BEGIN.

Upper Tumon, Guam – The Department of Public Works (DPW) announced today that it has officially received **[INSERT NUMBER]** sealed proposals by the May 23, 2025 deadline for the design, financing, construction, and long-term maintenance of the new Simon Sanchez High School under the Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) model.

"This is a turning point," said DPW Director Vince Arriola. "As I've been saying, we're not just choosing a developer — we're choosing a long-term partner for the students, teachers and community of Yigo. This project represents a generational investment in education, opportunity, and equity for our island."

What's Next
With the proposals in hand, DPW will now begin the next phase of the procurement process:

- Responsiveness Review – All proposals are currently under administrative review by DPW to determine responsiveness in accordance with the RFP and Guam procurement law.
- Interview Notifications – Proposers determined to be responsive will be formally notified and scheduled for interviews during the week of June 2, 2025.
- Evaluation Committee – As mandated by Public Law 37-22 and the MA KÅHAT Act, a multi-agency evaluation committee composed of representatives from the Guam Department of Education (GDOE), Guam Economic Development Authority (GEDA), Department of Public Works (DPW), and the Department of Land Management will review and score proposals based on qualifications, capacity, and demonstrated commitment to the project's long-term success.

Director Arriola emphasized that this process is about more than technical compliance — it's about vision and values.

"Every proposer should understand: this project matters deeply to our community. The students of Simon Sanchez High School have waited long enough. We're not just building a school — we're building trust. We expect integrity, innovation, and commitment — not delays, protests, or gamesmanship."

Arriola added, "This is a public-private partnership that will define what it means to serve Guam's next generation. If you're not ready to stand behind that vision for the next 30 years, then you're not the right partner.

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

From: Glenn Leon Guerrero <gguerrero@ssfm.com>
Sent: Thursday, May 22, 2025 10:36 AM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; Vincent P. Arriola <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Committee roles and Responsibilities

Thank you Tom.

Grateful if you can clarify my query. The Evaluation Committee has been selected by PL 37-22. This law assigns the evaluation committee to be headed by the GDOE Superintendent. Guam procurement law designates the DPW Director as the Procurement Officer. My confusion is who will sign the determination. Will there be 2 determinations, or will both sign the same determination or ???

I understand that Section XXXII of the RFP has DPW opening the proposals and checking for compliance, and I also understand that responsiveness and responsibility is evaluated throughout the process (process to include proposal submittal thru presentation). Again, grateful for your clarification.

Glenn Guerrero | Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Tom Keeler <tkeeler@oagguam.org>
Sent: Thursday, May 22, 2025 8:58 AM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.

public works
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GOVERNMENT OF GUAM
RFP REGISTER

(X) RFP DOCUMENTS:
( ) RFP SUBMITTAL:
( ) ADDENDUM NO.:
( ) MIN. OF MEETING:

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

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

Submittal Date: 05/23/25

Time: 4:00 p.m.

NAME OF FIRM	EMAIL/ MAILING ADDRESS	A/E REPRESENTATIVE PRINT & SIGN	TEL. NO. FAX NO	SUBMIT/ PICK-UP DATE	TIME	DPW REPRESENTATIVE PRINT & SIGN
Core Tech International	kier.cubalan@coretechintl.com	Kier Cubalan	6714864469	3/28/25	9:06	
PACIFIC DATA SYSTEMS	jessica@pdsguam.com	Jessica Seguerra	671-300-0219	3/28/25	9:39	
Pacific Rim SERVICES	darren.palmes@pacificrimgc.com	Darren Palmes	671-989-9960	3/28/25	9:54	
GENERAL PACIFIC	SangCalalang@Gmail.com	Elegsak Calalang	898-2351	3/28/25	1:46	Skylar Suarez
E & F UNITED	studiojaeji@gmail.com	Jae Ji	688-1779	3/28/25	2:12	
CATCON CONST.	seluzano@gmail.com	Sam Luzano	777-7347	3/28/25	2:25	
Pacific Federal Management	lacee.guerrero@pfmguam.com	Lacee Guerrero	6888281	3/28/25	2:29	
Guam Educational Financing Foundation	flores.lani@gmail.com	Lani Flores	7885754	3/28/25	2:58	
Eastern Pacific Engineering & Constr.	Leecruz@easternpacificec.com	Lee Cruz	483-4770	3/28	3:31	

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~~ARNOLD FELIZARDO~~ FUTURE WORLD CORPORATION	arnoldfelizardo@futureworldguam.com	ARNOLD FELIZARDO	998-1008	3/28/25	3:47	
MASE CONSTRUCTION	admine@masecorstruction.com	Tess	—	4/1/25	1:10pm	
MORELCO EQUIPMENT	Sales@Morelcoequip.com rental@Morelcoequip.com	Patrick Chargualaf	649-1946 N/A	4/2/25	9:20am	
BME & SONS, INC.	rmarzan@bmesons.com	ROBERT MARZAN	487-2069	4/2/25	10:20am	
DSH INVESTMENTS	davidshwang@gmail.com	DAVID SH	988-8888	4/3/25	4:55pm	
J&B MODERNTECH / ARCADI CAPITAL LLC	JPAGUIGAN@YAHOO.COM genebanggayan@jbmoderntech.com	JACINTO M. PAGUIGAN	486-0079	4/4/25	10:15	
J&B MODERNTECH ARCADI CAPITAL LLC	genebanggayan@JBMODERNTECH.COM	GENE BANGGAYAN	646-8588	4/4/25	10:15	
~~CAPFA~~	ROBERTO.PHIL@GMAIL.COM	PHIL ROBERTO	483-3412	4/4/25	10:25	

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public works
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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: **RFP SUBMITTAL DUE DATE**
PLACE : **CONTRACT ADMINSTRATION TECHINCAL SERVIES, GROUND FLOOR, TMC BUILDING, DPW**
DATE & TIME: **FRIDAY, MAY 23, 2025, 1600**

No.	Print Name	Signature	Company	Contact No.	Time in	RECEIVED BY Time Out
1	JAE JI / GEFF III		GEFF III, EPER	688.1779	10:47	
2	Alon Elampuro / CTI		CORE TECH	671-477-5000	3:25	
3	Phil Roberto GPS		General Pacific Services	671.483-3418	3:40pm	
4						
5						
6						
7						

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	Core Tech International Corporation
Name of person receiving RFP	John F. Cabanayan
Signature	J. Cabanay
Date	5/22/25
Time	3:29 p.m.
Contact Person regarding RFP	Ho Eun
Company/Firm	Core Tech International Corporation
Title	Chairman
E-mail Address	ho.eun@coretechintl.com
Contact Number	671-473-5000
Fax Number	671-473-5500
Address	388 S. Marine Corps Drive, Suite 400, Tamuning, Guam 96913

CORE TECH INTERNATIONAL

Technical Proposal

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

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

Submitted to:

John F. Calanayan, Engineer Supervisor
Division of Capital Improvement Projects
Contracts Administration Section
Department of Public Works
Government of Guam

May 23, 2025

John F. Calanayan
Name

5/22/25 @ 3:29 P.M.
Date and Time

CORE TECH INTERNATIONAL

Term Sheet and Price Proposal

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

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

Submitted to:

John F. Calanayan, Engineer Supervisor
Division of Capital Improvement Projects
Contracts Administration Section
Department of Public Works
Government of Guam

May 23, 2025

John F. Calanayan
Name

5/22/25 @ 3:29 PM.
Date and Time

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

NEW SIMON SANCHEZ HIGH SCHOOL

Finance, Demolition, Design, Build, Lease/Leaseback
& Insure/Capital Maintenance

RECEIVED BY:
JFCafaro 5/23/25 @ 10:49 KM.

Department of Public Works
Government of Guam

UAM
m Education Finance
Foundation III, Inc.

FUTURE WORLD CORPORATION

EASTERN PACIFIC

COFFMAN ENGINEERS

RBC Capital Markets

ETIADI
Setiadi Architects LLC

DLRGROUP

EPM
Laster Project Management, LLC

SECTION 1
SECTION 2
SECTION 3
SECTION 4
SECTION 5

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	General Pacific Services, LLC
Name of person receiving RFP	JOHN F. CALANAYAN
Signature	John F. Calanayan
Date	5/22/25
Time	3:42 P.M.
Contact Person regarding RFP	Phillip P. Roberto
Company/Firm	General Pacific Services, LLC
Title	General Manager
E-mail Address	roberto.phil@gmail.com
Contact Number	671.483.3412
Fax Number	671.649.0120
Address	265 Mamis Street
	Tamuning, Guam 96913

Proposal In Reply To:

Construction of the

NEW SIMON SANCHEZ HIGH SCHOOL

Finance, Demolition, Design, Build, Leaseback, and Maintain (FDDBLM) Project No. 730-5-1059-L-YIG

RECEIVED BY:
5/22/25
@ 3:42 PM

Presented By:

General Pacific Services, LLC.
265 MAMIS STREET TAMUNING GUAM 96913
Ph: 671.646.2267 artatks@gmail.com

TECHNICAL PROPOSAL

DUE: FRIDAY, MAY 23, 2025 BY 4:00 P.M.

Submitted to: Contracts Administration and Technical Services Section, Division of Capital Improvement, Ground Floor, TMC Building, DPW

SSFM International

SIGN- IN SHEET

Purpose: Vetting Proposals

Date: Tuesday, May 27 **Time:** 0800

Location: Contract Administration Technical Services, Ground Floor, TMC Building, DPW (Conference Room)

Y/N	Organization	Name	Email Address	Initials
	DPW	John Calanayan	John.calanyan@dpw.guam.gov	
	SSFM	Joe Duenas	jduenas@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Leila Ludwig	lludwig@ssfm.com	
	DPW	REINALDO T. JUNO	reynaldo.junio@dpw.guam.gov	
	DPW	LINDA IBANEZ	LINDA.IBANEZ@DPW.GUAM.GOV	

SSFM International

DOCUMENT: **Vetting Proposals**

LOCATION: **Contract Administration Technical Services, Ground Floor, TMC Building DPW (Conference Room)**

DATE: **Tuesday, May 27, 2025**

TIME: **Start: 0940** **End: 1022**

ATTENDEES:

Organization	Name	Initials
DPW	Linda Ibanez	LI
DPW	John Calanayan	JC
DPW	Reynaldo T. Juno	RJ
SSFM	Joe Duenas	JD
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

Purpose:

To verify received proposal packages in accordance with the DPW Checklist of Proposal Responsiveness.

Meeting Proceedings:

Start Time: 09:40 AM

Three (3) proposal packages were received and vetted in the following order:

1. Guam Education Financing Foundation III

- **Time Opened:** 09:40 AM
- **Opened By:** LL
- **Procedure:**
  - LL opened the box and placed the electronic copies and sealed individual term sheet back into the original proposer's box.
  - JC read aloud the DPW Checklist of Proposal Responsiveness.
  - Proposal was vetted by JD, GLG, and LI to verify that all required documents were included.
  - All copies were distributed to Evaluators' boxes; the original proposal was placed back into its DPW original box.

SSFM International

2. General Pacific Services

- **Time Opened:** 09:52 AM
- **Opened By:** LL
- **Procedure:**
  - LL opened the box and placed the electronic copies and sealed individual term sheet back into the proposer's box.
  - JC read aloud the DPW Checklist of Proposal Responsiveness.
  - LI, GLG, and JD verified the proposal met all requirements.
  - All copies were distributed to Evaluators' boxes; the original proposal was placed into DPW original box.

3. Core Tech International Corporation

- **Time Opened:** 10:09 AM
- **Opened By:** LL
- **Procedure:**
  - LL opened the box and placed the electronic copies and sealed individual term sheet back into the proposer's box.
  - JC read aloud the DPW Checklist of Proposal Responsiveness.
  - LI, GLG, and JD confirmed the proposal met all required items.
  - All copies were distributed to Evaluators' boxes; the original proposal was placed into DPW original box.

Final Action

s:

- LL transferred all three (3) sealed individual term sheets and electronic copies from their respective original proposal boxes into the official **DPW Original Box**.
- This transfer was witnessed by LI, JD, GLG, JC, and RJ.
- At **10:22 AM**, all Evaluators' Boxes and the DPW Original Box were placed into the locked, secured cabinet by RJ and LL.

Checklist Forms:
Attached to this record are the completed DPW Checklist of Proposal Responsiveness forms for each proposal package.

End Time: 10:22 AM

May 28, 2025
Prepared & submitted by:
SSFM International, INC.
Leila Ludwig
Project Coordinator

Simon Sanchez High School
Project No. 730-5-1059-L-YIG

GUAM EDUCATION FINANCE FOUNDATION III, INC. @ 9:40 A.M

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)**

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(✓) **AFFIDAVIT re ETHICAL STANDARDS (Attachment 5)**

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(✓) **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

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

NEW SIMON SANCHEZ HIGH SCHOOL

Finance, Demolition, Design, Build, Lease/Leaseback
& Insure/Capital Maintenance

RECEIVED BY
5/23/25 @
10:49 KM.

Department of Public Works
Government of Guam

UAM
m Education Finance
oundation III, Inc.

FUTURE WORLD CORPORATION

EASTERN PACIFIC

COFFMAN ENGINEERS

RBC Capital Markets

ETIADI

DLRGROUP

EPM

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

GENERAL PACIFIC SERVICES @ 9:52 A.M.

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- ☑ 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). APRIL 30, 2025

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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	General Pacific Services, LLC
Name of person receiving RFP	JOHN F. CALANAYAN
Signature	J. F. Calanayan
Date	5/22/25
Time	3:42 P.M.
Contact Person regarding RFP	Phillip P. Roberto
Company/Firm	General Pacific Services, LLC
Title	General Manager
E-mail Address	roberto.phil@gmail.com
Contact Number	671.483.3412
Fax Number	671.649.0120
Address	265 Mamis Street Tamuning, Guam 96913

Proposal In Reply To:

Construction of the

NEW SIMON SANCHEZ HIGH SCHOOL

Finance, Demolition, Design, Build, Leaseback, and Maintain (FDDBLM)
Project No. 730-5-1059-L-YIG

RECEIVED BY:
5/22/25
@ 3:42 PM

Presented By:

General Pacific Services, LLC.
265 MAMIS STREET TAMUNING GUAM 96913
Ph: 671.646.2267 artatks@gmail.com

TECHNICAL PROPOSAL

DUE: FRIDAY, MAY 23, 2025 BY 4:00 P.M.

Submitted to: Contracts Administration and Technical Services Section, Division of Capital Improvement, Ground Floor, TMC Building, DPW

CORETECH INTERNATIONAL @ 10:09 A.M.

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DEPARTMENT OF PUBLIC WORKS

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

Construction of Simon Sanchez High School

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Fax Number	671-473-5500
Address	388 S. Marine Corps Drive, Suite 400, Tamuning, Guam 96913

CORE TECH INTERNATIONAL

Technical Proposal

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

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

Submitted to:

John F. Calanayan, Engineer Supervisor
Division of Capital Improvement Projects
Contracts Administration Section
Department of Public Works
Government of Guam

May 23, 2025

John F. Calanayan
Name

5/22/25 @ 3:29 P.M.
Date and Time

Gmail

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

SSHS DETERMINATION OF PROPOSER RESPONSIVENESS

Joseph W Duenas <jduenas@ssfm.com> Tue, May 27, 2025 at 12:32 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Tom Keeler <tkeeler@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Hi Director Arriola,

Based on Assistant AG Tom Keeler's review, we have revised and attached the DRAFT Letter of Determination for your review/ signature and Dr. Swanson's review/ signature as the Simon Sanchez Evaluation Committee Chair.

Per Assistant AG Keeler's comments in his email below:

1. The date of the memorandum has been changed to June 4, 2025.
2. The Evaluation Committee Chairman's (Dr. Swanson's) signature block has been added below yours with the language "The Evaluation Committee concurs with this determination."

If you are good with revised Letter of Determination, we recommend both you and Dr. Swanson sign it and place it in the official procurement file/ record.

Please let me know if you need anything further on this.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

SSFM International

DPW SSFM Weekly Wednesday Meeting
Wednesday, May 28, 2025 1100
DPW Directors Office

I. CALL TO ORDER

II. Approval of Minutes
A. May 21, 2025 – DPW Director's Office

III. UNFINISHED BUSINESS
A. Proposal Responsiveness Review
B. Update Letter of Determination on Responsiveness- sent to DPW Director 5/27/25
C. Upcoming Evaluation Timeline and Objectives (see attachment)
D. Recording of Evaluation Committee (Tuesday-Thursday)
E. No Cost Change Order

IV. NEW BUSINESS
A. Letters to Proposers from DPW (Interview time and date)
B. Meeting Agenda for Friday's Meeting with SMEs.
C. Snacks/ refreshments for Evaluation Committee (Tuesday-Thursday)
D. Government Negotiating Team

V. ACTION ITEMS
A. Send out letters to Proposers on final interview time and date.
B. Confirm Evaluators and SMEs for Friday's Meeting.
C. Ensure access to proposals for Evaluators (Friday, Saturday, Monday).

VI. NEXT MEETING

VII. ADJOURN

****

UPCOMING MILESTONES

- **Wednesday, May 28:** Notice to Proposers on interview time slots.
- **Friday, May 30, 9am-11am**: Meeting with DPW, Evaluators and SMEs.
- **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**: Scheduled Anticipated Selection Notice

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

5/28/2025

Company: General Pacific Services

Address: 265 Mamis Street
Tamuning, Guam 96913

Attn: Philip Roberto

SUBJECT: Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

Dear Philip Roberto,

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.

Your session is scheduled as follows:

Date: Thursday, June 5, 2025
Time: 9:00 am to 10:00 am
Location: GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam

Your companies' participants will be required to present your proposal and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time is limited to thirty (30) minutes. Followed by a thirty (30) minute Q&A session. Please note, the times 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.
- During the presentation, a secure storage area will be made available for all cellphones, smart devices and other recording devices. We ask that for confidentiality purposes, you or your team do not record or photograph the presentation. This step is taken to preserve the security and integrity of all the presentations conducted for this procurement.

- All sessions will be video and audially recorded by DPW. These recordings will be available upon request at the end of the procurement process.

For any questions or additional assistance, please contact John Calanayan at (671)646-3189 or via email at john.calanayan@dpw.guam.gov. Thank you for your cooperation and commitment to this critical phase of the project.

Si Yu'us Ma'åse'

K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

5/28/2025

Company: Core Tech International Corporation

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

Attn: Ho Eun, Chairman

SUBJECT: Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

Dear Ho Eun,

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.

Your session is scheduled as follows:

Date: Wednesday, June 4, 2025
Time: 1:30 pm to 2:30 pm
Location: GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam

Your companies' participants will be required to present your proposal and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time is limited to thirty (30) minutes. Followed by a thirty (30) minute Q&A session. Please note, the times will be strictly adhered to.
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Si Yu'us Ma'åse'

K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

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

5/28/2025

Company: Guam Education Finance Foundation III, Inc

Address: 3340 Peachtree Road, Suite 1780
Atlanta, Georgia 30326

Attn: John Sage, P.E.

SUBJECT: Notice of Selection for Presentation and Interview– *New Simon Sanchez High School Project*, Project No. 730-5-1059-L-YIG

Dear John Sage,

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.

Your session is scheduled as follows:

Date: Wednesday, June 4, 2025
Time: 9:00 am to 10:00 am
Location: GEDA Conference Room, 5th Floor, ITC Building, Tamuning, Guam

Your companies' participants will be required to present your proposal and respond to questions posed by the Evaluation Committee Members (ECMs).

Please Note:

- Presentation time is limited to thirty (30) minutes. Followed by a thirty (30) minute Q&A session. Please note, the times 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.
- During the presentation, a secure storage area will be made available for all cellphones, smart devices and other recording devices. We ask that for confidentiality purposes, you or your team do not record or photograph the presentation. This step is taken to preserve the security and integrity of all the presentations conducted for this procurement.

- All sessions will be video and audially recorded by DPW. These recordings will be available upon request at the end of the procurement process.

For any questions or additional assistance, please contact John Calanayan at (671)646-3189 or via email at john.calanayan@dpw.guam.gov. Thank you for your cooperation and commitment to this critical phase of the project.

Si Yu'us Ma'åse'

K. ERIK SWANSON, PHD
GDOE Superintendent

VINCENT P. ARRIOLA
DPW Director

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

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

K Swanson
GDOE

Documents for review: Notice of Selection

Print: MaeRose Nauta

Signature MNauta

Date: 5/28/25

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

(no subject)

2 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, May 28, 2025 at 3:34 PM
To: kiwijohnkohi@yahoo.com, Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

John Sage,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John

dir25-0990.pdf
76K

John Sage <kiwijohnkohi@yahoo.com> Wed, May 28, 2025 at 4:42 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

John,

Received, will revert with list of attendees and any questions we may have.

Thank you.

John

On May 28, 2025, at 1:35 PM, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

John Sage,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John
<dir25-0990.pdf>

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

SSHS

3 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, May 28, 2025 at 3:38 PM
To: Phil Roberto <roberto.phil@gmail.com>, Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

Philip Roberto,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John

Pages from dir25-0992.pdf
77K

Leila Ludwig <lludwig@ssfm.com> Wed, May 28, 2025 at 3:46 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Leila Ludwig reacted to your message:

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, May 28, 2025 5:38:11 AM
To: Phil Roberto <roberto.phil@gmail.com>; Leila Ludwig <lludwig@ssfm.com>; Erica Taitano <erica.taitano@dpw.guam.gov>
Subject: SSHS

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

Philip Roberto,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John

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.

Phil Roberto <roberto.phil@gmail.com> Thu, May 29, 2025 at 10:40 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

Good morning to all.

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

SSHS

2 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, May 28, 2025 at 3:41 PM
To: ho.eun@coretechintl.com, Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

Ho Eun,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John

dir25-0991.pdf
73K

Ho Eun <ho.eun@coretechintl.com> Wed, May 28, 2025 at 4:19 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>
Cc: Jong Won <jong.won@coretechintl.com>

Hi John,

Thank you for your email. I confirm receipt of the attachment.

Best,

Ho

[Quoted text hidden]

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

"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."

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JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

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

MEMORANDUM

To: Linda J. Ibanez, Deputy Director

From: Vincent P. Arriola, Director

Subject: Appointment as an Evaluator for the SSHS Procurement

Pursuant to Public Law 37-22, the "Ma Kahat Act of 2013", I am appointing you to serve as a member of the Evaluation Committee for the procurement of the New Simon Sanchez High School.

Your role is outlined in Public Law 37-22, as well as in the Request for Proposals for the new SSHS. I am confident that you will handle this role with the highest level of accuracy, integrity, and professionalism.

Thank you for your finest cooperation and leadership.

V.C.A

Vincent P. Arriola

Date: 5-30-25

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

The Honorable
JOSHUA F. TENORIO
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Thank you for your finest cooperation and leadership.

Vincent P. Arriola

Date: _____

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

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

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

public works
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VINCENT P. ARRIOLA
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Thank you for your ~~finance~~ finest cooperation and leadership.

Vincent P. Arriola

Date: _____

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

SSFM International

SIGN- IN SHEET

Purpose: SMEs & ECM Meeting

Date: Friday, May 30, 2025 **Time:** 0900

Location: FHWA, DPW (Conference Room)

Y/N	Organization	Name	Email Address	Initials
	DPW	Vincent Arriola	Vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	Linda.ibanez@dpw.guam.gov	
	DPW	John Calanayan	John.calanyan@dpw.guam.gov	
	SSFM	Joe Duenas	jduenas@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Leila Ludwig	lludwig@ssfm.com	
	SSHS	Carla Masnayon	Cdmasnayon@gdoe.net	
	SSHS	Melvin Finona	mmfinona@gdoe.net	
	GDOE	K. Erik Swanson	keswanson@gdoe.net	
	GEDA	Carlos Bordallo	cbordallo@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Angelene Rios	Angelene.rios@investguam.com	
	DLM	Joseph Borja	Joseph.borja@land.guam.gov	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr	eprudente@traguam.com	
	TRMA	Michael Makio	mmakio@traguam.com	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	OAG	TOM KELLER		
	BBMR	LESTER CARLSON	lester.carlson@bbmr.guam.gov	
	DLM	CELINE CRUZ	celine.cruz@land.guam.gov	

SSFM International

Evaluation Committee Members (ECMs) and Subject Matter Expert (SME) Meeting
May 30, 2025, 0900
DPW FHWA Conference Room

I. CALL TO ORDER

II. ROLL CALL | ATTENDANCE

III. **NEW BUSINESS**

a. Update on Proposals Submitted
b. Review Evaluator's Scoring Sheet.
c. Evaluators Secure Access to Proposals (Friday, Saturday, Monday)- DPW CIP Conference Room
d. Evaluator Expectations
    i. Pre-Review proposals prior at DPW CIP Conference Room (Friday, Saturday, Monday). – Contact Leila to schedule 788-8330.
    ii. Dedicate full day to the evaluation- Tuesday, Wednesday, Thursday (8:30 am to 5pm @ GEDA)
    iii. Ask good questions to SMEs
    iv. Ask good questions to Presenters
    v. Select most qualified partner for the government and Sharks.
e. SME Expectations
    i. Dedicate full day- Tuesday, Wednesday, Thursday (8:30 am to 5pm @ GEDA)
    ii. Provide an unbiased overview on what Evaluators are looking for and answer Evaluator questions throughout the day. (Tuesday, 8:30am-5pm)
    iii. Answer Evaluator questions after each interview. (Wednesday and Thursday, 8:30am-5pm)

IV. OPEN DISCUSSION

V. ADJOURN

DRAFT SSHS Evaluation Committee & Subject Matter Expert Schedule

Meeting with Evaluation Committee & SMEs
Friday, May 30, 9am-11am, DPW FHWA Conference Room

- Meeting Objective:
  1) Update on Status of Proposals
  2) Review Evaluators Scoring Sheet
  3) Pre Evaluation Access to Proposal Schedules- Friday, Saturday, Monday
  4) Expectations during evaluation process (i.e., all day Tuesday-Thursday)
  5) SME engagement Tuesday, during and after interviews

Evaluation Committee Access to Review Proposals
Friday, May 30; Saturday, May 31; Monday, June 2, FHWA Conference Room

- Contact Leila Ludwig at (671) 788-8330 to schedule time block.

Evaluation Committee Convenes for Evaluation (Tuesday-Thursday)

- DAY 1: EVALUATION: EVALUATION CONVENES W/ SMEs
  Tuesday, June 3, 9am-5pm, GEDA Conference Room
  1) SME presentation
  2) Evaluators through review of RFP
  3) Evaluator Questions for SMEs

- DAY 2: GUAM EDUCATION FINANCING FOUNDATION III, INC
  Wednesday, June 4, 9am-11:30am, GEDA Conference Room
  1) Presentation (30 minutes)
  2) Evaluator questions for Proposers (30 minutes)
  3) Dismiss Proposer
  4) Review proposal/ questions for SMEs

- DAY 2: CORE TECH INTERNATIONAL CORPORATION
  Wednesday, June 4, 1:30pm-4pm, GEDA Conference Room
  1) Presentation (30 minutes)
  2) Evaluator Questions for Proposers (30 minutes)
  3) Dismiss Proposer
  4) Review proposal/ questions for SMEs

- DAY 3: GENERAL PACIFIC SERVICES, LLC
  Thursday, June 5, 9am-11:30pm, GEDA Conference Room
  1) Presentation (30 minutes)
  2) Evaluator Questions for Proposers (30 minutes)
  3) Dismiss Proposers
  4) Review proposal/ questions for SMEs

- DAY 3: FINAL EVALUATION COMMITTEE REVIEW/ SUBMIT FINAL RANKING
  Thursday, June 5, 1:30pm-5pm. GEDA Conference Room
  1) Final Evaluation Committee Review and Submission of Final Ranking
  2) Final ranking tabulated by DPW
  3) Letter of Selection from Evaluation Committee Chairman to DPW Director

- DAY 4: DPW NOTICE OF SELCTION ISSUED
  Friday, June 6 (tentative)
  1) Original schedule June 20, 2025
  2) Protest period up to June 20, 2025

****

Gmail

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

GEFF III - Simon Sanchez Presentation

1 message

John Sage <kiwijohnkohi@yahoo.com> Fri, May 30, 2025 at 1:52 PM
To: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

John,

Regarding GEFF's presentation next week I'm inquiring regarding available audio/visual resources for the presentation.

Specifically:

1. Is support for a PowerPoint presentation available?
2. Is access for Teams/Zoom available?
3. Can we have access to the room and available audio/visual resources 30 mins prior to our 9:00 am presentation?

Thank you,

John

John Sage, P.E.
Sage Pacific, LLC
Cell (671) 898-8927

On Wednesday, May 28, 2025 at 03:35:03 PM GMT+10, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

John Sage,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John

Gmail

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

GEFF III - Simon Sanchez Presentation

4 messages

John Sage <kiwijohnkohi@yahoo.com> Fri, May 30, 2025 at 1:52 PM
To: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

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3. Can we have access to the room and available audio/visual resources 30 mins prior to our 9:00 am presentation?

Thank you,

John

John Sage, P.E.
Sage Pacific, LLC
Cell (671) 898-8927

On Wednesday, May 28, 2025 at 03:35:03 PM GMT+10, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

John Sage,

Forwarded herewith is the Notice of Selection for Presentation and Interview.

John

John F. Calanayan <john.calanayan@dpw.guam.gov> Fri, May 30, 2025 at 1:54 PM
To: John Sage <kiwijohnkohi@yahoo.com>
Cc: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

I will look into this and get back to you.
[Quoted text hidden]

John F. Calanayan <john.calanayan@dpw.guam.gov> Fri, May 30, 2025 at 2:29 PM
To: John Sage <kiwijohnkohi@yahoo.com>
Cc: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

John,

1. Yes
2. No, if the party is presenting (please refer to RFP) Yes, if they are observing.
3. Yes

Thank you,
[Quoted text hidden]

John Sage <kiwijohnkohi@yahoo.com> Fri, May 30, 2025 at 3:37 PM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Leila Ludwig <lludwig@ssfm.com>, Erica Taitano <erica.taitano@dpw.guam.gov>

John,

Noted.

Thank you,

John

On May 30, 2025, at 2:29 PM, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

[Quoted text hidden]

Company Name _____

EVALUATION FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Contents, Section 5 Approach and Capacity of Proposer)*	15	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	25	
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	25	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	25	
Performance Issues Proposer's performance issues related to any past or present contracts and/or ongoing procurement (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues).*	10	
TOTAL POINTS	100	

Company Name _____

INDIVIDUAL EVALUATION FORM

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

The Honorable
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Maga' Hâga · Governor

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Sigundo Maga' Lâhi · Lieutenant Governor

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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: **PROPOSAL EVALUATION SELF REVIEW**
PLACE : **CONTRACT ADMINSTRATION TECHINCAL SERVIES, GROUND FLOOR, CONFERENCE ROOM TMC BUILDING, DPW**
DATE & TIME: **FRIDAY, MAY 30, 2025, 0800 to 1700**

No.	Print Name	Signature	Company	~~Contact No.~~	Time in	Time Out
1	LESTER CARLSON		BBMR	727-8804		
2	CARLA MAGNAYON		SSHS	483-5400	1:55	4:32pm
3						
4						
5						
6						
7						

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

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

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VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
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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: **PROPOSAL EVALUATION SELF REVIEW**
PLACE : **CONTRACT ADMINSTRATION TECHINCAL SERVIES, GROUND FLOOR, CONFERENCE ROOM TMC BUILDING, DPW**
DATE & TIME: **SATURDAY, MAY 31, 2025, 0800 to 1700**

No.	*Print Name*	*Signature*	*Company*	*Contact No.*	*Time in*	*Time Out*
1	BENNY R. SANNICOLAS		DPW	671 689. 7121	0800	1:49
2	K.E SWANSON		GDOE	671-997-2444	0810	9:43
3	DELVE CRUZ		DLM	671-649-5263	9:04 AM	10:33 AM
4	LINDA IBANEZ		DPW	(671) 646-3234	9:19 AM	10.39 am
5	~~Fred Nishihira~~		~~AG~~	~~(671) 475-3324~~	2:40 pm	~~2~~
6						
7						

The Honorable
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public works
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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: **PROPOSAL EVALUATION SELF REVIEW**
PLACE : **CONTRACT ADMINSTRATION TECHINCAL SERVIES, GROUND FLOOR, CONFERENCE ROOM TMC BUILDING, DPW**
DATE & TIME: **MONDAY, JUNE 02, 2025, 0800 to 1700**

No.	Print Name	Signature	Company	Contact No.	Time in	Time Out
1	Dr. K.E. Swanson		GDOE	300-1547	08/2	12:38
2	Melvin Finona		GDOE / SSHS	483-0126	8:12	10:43 a
3	MARIA MASNAYON		GDOE/SSHS	483-5400	3/2 920	446 PM 12:45 pm
4	Carlos Bordallo		GEDA	777-0597	1:45 9:38	3:54 12'45 pm
5	Vint P. Arriola		DPW	777-9009	10:00 a	12:10
6	LINDA IBANEZ		DPW		10:57	11:25 a
7	LESTER CARLSON		BBMR		150	2:25
8.	Glenn Leon Guerrero		SSFM	488-1323	2:07	3:49
9.	FRED NISHIHIRA		AG	475 3324 / 687-7121	2:40 / 4:17	454 / 457

public works
DIPATTAMENTON CHE'CHO PUPBLEKO

☑ **Checklist**

- Red Pen ..... Initials: CN
- Blue Pen ..... Initials: CN
- Pencil ..... Initials: CN
- Highlighter ..... Initials: CN

CONSENT AGREEMENT

No Talking and Cell Phone Policy During the Self-Review Process

I, the undersigned, hereby acknowledge and agree to maintain complete silence during the self-review process. I understand that any form of verbal communication, discussion, or talking is strictly prohibited to ensure the integrity, confidentiality, and fairness of the review.

I also acknowledge that all cell phones and electronic communication devices must be secured and turned off or placed in designated storage areas for the duration of the self-review process. Use of such devices during the process is not permitted.

Signature

Name: Carlos Bordallo
Department: GEDA Deputy Administrator
Date: 6/2/25

public works
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Checklist

- Red Pen ..... Initials: ____
- Blue Pen ..... Initials: ____
- Pencil ..... Initials: ____
- Highlighter ..... Initials: ____

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_____

Signature

Name: Linda Ibanez
Department: DPW Deputy Director
Date: 5/21/25

public works
DIPATTAMENTON CHE'CHO PUBLEKO

☑ **Checklist**

- Red Pen ..... Initials: _____
- Blue Pen ..... Initials: _____
- Pencil ..... Initials: _____
- Highlighter ..... Initials: _____

CONSENT AGREEMENT

No Talking and Cell Phone Policy During the Self-Review Process

I, the undersigned, hereby acknowledge and agree to maintain complete silence during the self-review process. I understand that any form of verbal communication, discussion, or talking is strictly prohibited to ensure the integrity, confidentiality, and fairness of the review.

I also acknowledge that all cell phones and electronic communication devices must be secured and turned off or placed in designated storage areas for the duration of the self-review process. Use of such devices during the process is not permitted.

_____

Signature

Name: Joseph Borja / Celine Cruz
Department: DLM Director or Guam Chief Planner
Date: 5/21/25

public works
DIPATTAMENTON CHE'CHO PUPBLEKO

✅ **Checklist**

- Red Pen ..... Initials: _____
- Blue Pen ..... Initials: _____
- Pencil ..... Initials: _____
- Highlighter ..... Initials: _____

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_____

Signature

Name: K. Erik Swanson
Department: GDOE Superintendent
Date: 5/31/25

public works
DIPATTAMENTON CHE CHU PUBLEKO

Checklist

- Red Pen ..... Initials: VA
- Blue Pen ..... Initials: VA
- Pencil ..... Initials: VA
- Highlighter ..... Initials: VA

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Signature

Name: Benny San Nicolas
Department: DPW Building Permits Administrator
Date: 5/31/2025

Gmail

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

CONFIDENTIAL - DLM Membership in the Evaluation Committee

Myrna Leon Guerrero <Myrna.LeonGuerrero@land.guam.gov> Mon, Jun 2, 2025 at 3:27 PM
To: "keswanson@gdoe.net" <keswanson@gdoe.net>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>
Cc: "tkeeler@oagguam.org" <tkeeler@oagguam.org>, Celine Cruz <Celine.Cruz@land.guam.gov>, "Joseph M. Borja" <Joseph.Borja@land.guam.gov>

Please find the attached memo. The original will be forthcoming.

Respectfully,

Myrna Leon Guerrero
Word Processing Secretary II
Director's Office
P.O. Box 2950
Hågatña, GU 96932
myrna.leonguerrero@land.guam.gov
Tel.: (671) 649-5263 Ext. 601

GDOE & DPW.pdf
39K

Street Address:
590 S. Marine Corps Drive
Suite 733 ITC Building
Tamuning, GU 96913

Mailing Address:
P.O. Box 2950
Hagåtña, GU 96932

Website:
http://dlm.guam.gov

E-mail Address:
dlmdir@land.guam.gov

Telephone:
671-649-LAND (5263)

Facsimile:
671-649-5383

DIPÅTTAMENTON MINANEHAN TÅNO'
(Department of Land Management)
GUBETNAMENTON GUÅHAN
(Government of Guam)

LOURDES A. LEON GUERRERO
MAGA'HÅGA GOVERNOR

JOSHUA F. TENORIO
SIGUNDO MAGA'LÅHI LIEUTENANT GOVERNOR

JOSEPH M. BORJA
DIRECTOR

ROSSANA SAN MIGUEL TISTON
DEPUTY DIRECTOR

CONFIDENTIAL

June 2, 2025

Dr. Erik K. Swanson, Superintendent
Guam Department of Education

Vincent P. Arriola, Director
Department of Public Works

Buenas Yan Hafa Adai:

Due to pending litigation with one of the now identified proposer, I recuse myself as an evaluator.

Title 5 GCA, Chapter 58D section 58D104 provides for DLM membership in the evaluation committee as the Director of Land Management or Guam Chief Planner.

The Guam Chief Planner is Celine Cruz and will be taking over that committee assignment.

Senseramente,

JOSEPH M. BORJA
Director

Cc: Celine Cruz, Guam Chief Planner, DLM
Tom Keeler, Assistant AG, OAG

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

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

public works
DIPATTAMENTON HE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO FILE

June 4, 2025

FROM: Vince P. Arriola; Director, Department of Public Works.

SUBJECT: DETERMINATION OF PROPOSER RESPONSIVENESS

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) received **three (3)** proposals by the submission deadline of **Friday, May 23, 2025, at 4:00 p.m.** In accordance with the RFP, Section XXI of the RFP (Classification of Proposals as Responsive or Non-Responsive) and Attachment 8 (DPW Checklist of Responsiveness), each proposal was reviewed for compliance with mandatory submission requirements.

Determination
Based on the review conducted by the DPW Contracts Administration Section, and in accordance with Guam Procurement Law and the applicable terms of the RFP, the following findings were made:

1. **Mandatory Requirements Met:**
   Each of the following responsive proposals attended mandatory meetings and submitted all required documentation, including:
   - Complete technical proposal in the proper format
   - Acknowledgement of Receipt Form (Attachment 7)
   - All legally required affidavits (Attachments 1–6)
   - Separate sealed Term Sheet and Price Proposal (Attachment 9)
   - Valid contractor's license in good standing
   - Certificates of insurance

2. **Responsive Proposers:**

SSFM International

Minutes

DOCUMENT: **Vetting Proposals**

LOCATION: **Contract Administration Technical Services, Ground Floor, TMC Building DPW (Conference Room)**

DATE: **Tuesday, May 27, 2025**

TIME: **Start: 0940** **End: 1022**

ATTENDEES:

Organization	Name	Initials
DPW	Linda Ibanez	LI
DPW	John Calanayan	JC
DPW	Reynaldo T. Juno	RJ
SSFM	Joe Duenas	JD
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

Purpose:

To verify received proposal packages in accordance with the DPW Checklist of Proposal Responsiveness.

Meeting Proceedings:

Start Time: 09:40 AM

Three (3) proposal packages were received and vetted in the following order:

1. Guam Education Financing Foundation III

- **Time Opened:** 09:40 AM
- **Opened By:** LL
- **Procedure:**
  - LL opened the box and placed the electronic copies and sealed individual term sheet back into the original proposer's box.
  - JC read aloud the DPW Checklist of Proposal Responsiveness.
  - Proposal was vetted by JD, GLG, and LI to verify that all required documents were included.
  - All copies were distributed to Evaluators' boxes; the original proposal was placed back into its DPW original box.

CORETECH INTERNATIONAL @ 10:09 A.M.

DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

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DPW Check-off

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- ☑ 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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(✓) **BODY OF THE PROPOSAL**

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GUAM EDUCATION FINANCE FOUNDATION III, INC.
@ 9:40 A.M

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GENERAL PACIFIC SERVICES @ 9:52 A.M.

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO FILE

June 4, 2025

FROM: Vince P. Arriola; Director, Department of Public Works.

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   Each of the following responsive proposals attended mandatory meetings and submitted all required documentation, including:
   - Complete technical proposal in the proper format
   - Acknowledgement of Receipt Form (Attachment 7)
   - All legally required affidavits (Attachments 1–6)
   - Separate sealed Term Sheet and Price Proposal (Attachment 9)
   - Valid contractor's license in good standing
   - Certificates of insurance

2. **Responsive Proposers:**

After review, the following Proposers were determined to be **responsive** under the RFP and applicable procurement rules:

- Guam Education Financing Foundation III, Inc.
- Core Tech International Corporation
- Guam Pacific Services, LLC.

Conclusion

This determination reflects the DPW's responsibility to ensure compliance, fairness, and transparency in the procurement process. The classification of proposals as responsive was made in accordance with the RFP, Guam Procurement Law, and best procurement practices. 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

The Evaluation Committee concurs with this determination:

DR. ERIK K. SWANSON
GDOE Superintendent
SSHS Evaluation Committee Chairman

SSFM International

Minutes

DOCUMENT: **Vetting Proposals**

LOCATION: **Contract Administration Technical Services, Ground Floor, TMC Building DPW (Conference Room)**

DATE: **Tuesday, May 27, 2025**

TIME: **Start: 0940** **End: 1022**

ATTENDEES:

Organization	Name	Initials
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DPW	John Calanayan	JC
DPW	Reynaldo T. Juno	RJ
SSFM	Joe Duenas	JD
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

Purpose:

To verify received proposal packages in accordance with the DPW Checklist of Proposal Responsiveness.

Meeting Proceedings:

Start Time: 09:40 AM

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2. General Pacific Services

- **Time Opened:** 09:52 AM
- **Opened By:** LL
- **Procedure:**
  - LL opened the box and placed the electronic copies and sealed individual term sheet back into the proposer's box.
  - JC read aloud the DPW Checklist of Proposal Responsiveness.
  - LI, GLG, and JD verified the proposal met all requirements.
  - All copies were distributed to Evaluators' boxes; the original proposal was placed into DPW original box.

3. Core Tech International Corporation

- **Time Opened:** 10:09 AM
- **Opened By:** LL
- **Procedure:**
  - LL opened the box and placed the electronic copies and sealed individual term sheet back into the proposer's box.
  - JC read aloud the DPW Checklist of Proposal Responsiveness.
  - LI, GLG, and JD confirmed the proposal met all required items.
  - All copies were distributed to Evaluators' boxes; the original proposal was placed into DPW original box.

Final Actions:

- LL transferred all three (3) sealed individual term sheets and electronic copies from their respective original proposal boxes into the official **DPW Original Box**.
- This transfer was witnessed by LI, JD, GLG, JC, and RJ.
- At **10:22 AM**, all Evaluators' Boxes and the DPW Original Box were placed into the locked, secured cabinet by RJ and LL.

Checklist Forms:
Attached to this record are the completed DPW Checklist of Proposal Responsiveness forms for each proposal package.

End Time: 10:22 AM
May 28, 2025
Prepared & submitted by:
SSFM International, INC.
Leila Ludwig
Project Coordinator

CORETECH INTERNATIONAL @ 10:09 A.M.

DPW CHECKLIST OF PROPOSAL RESPONSIVENESS

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- ☑ 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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(✓) **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

GUAM EDUCATION FINANCE FOUNDATION III, INC. @ 9:40 A.M

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- ☑ Must be completed

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

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

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

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: **RFP SUBMITTAL DUE DATE**
PLACE : **CONTRACT ADMINSTRATION TECHINCAL SERVIES, GROUND FLOOR, TMC BUILDING, DPW**
DATE & TIME: **FRIDAY, MAY 23, 2025, 1600**

No.	*Print Name*	*Signature*	*Company*	*Contact No.*	*Time in*	RECEIVED BY *Time Out*
1	JAE JI / GEFF III		GEFF III. EPER	688-1774	10:47	
2	Alon Elamparo / CTI		CORE TECH	671-473-5000	3:25	
3	Phil Roberto GPS		General Pacific Services	671-483-3418	3:40pm	
4						
5						
6						
7						

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	General Pacific Services, LLC
Name of person receiving RFP	JOHN F. CALANAYAN
Signature	John F. Calanayan
Date	5/22/25
Time	3:42 P.M.
Contact Person regarding RFP	Phillip P. Roberto
Company/Firm	General Pacific Services, LLC
Title	General Manager
E-mail Address	roberto.phil@gmail.com
Contact Number	671.483.3412
Fax Number	671.649.0120
Address	265 Mamis Street Tamuning, Guam 96913

Proposal In Reply To:

Construction of the

NEW SIMON SANCHEZ HIGH SCHOOL

Finance, Demolition, Design, Build, Leaseback, and Maintain (FDDBLM) Project No. 730-5-1059-L-YIG

RECEIVED BY:
5/22/25
@ 3:42 PM

Presented By:

General Pacific Services, LLC.
265 MAMIS STREET TAMUNING GUAM 96913
Ph: 671.646.2267 artatks@gmail.com

TECHNICAL PROPOSAL

DUE: FRIDAY, MAY 23, 2025 BY 4:00 P.M.

Submitted to: Contracts Administration and Technical Services Section, Division of Capital Improvement, Ground Floor, TMC Building, DPW

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	Core Tech International Corporation
Name of person receiving RFP	JOHN F. CALANAYAN
Signature	J. F. Calanay
Date	5/22/25
Time	3:29 p.m.
Contact Person regarding RFP	Ho Eun
Company/Firm	Core Tech International Corporation
Title	Chairman
E-mail Address	ho.eun@coretechintl.com
Contact Number	671-473-5000
Fax Number	671-473-5500
Address	388 S. Marine Corps Drive, Suite 400, Tamuning, Guam 96913

CORE TECH INTERNATIONAL

Technical Proposal

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

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

Submitted to:

John F. Calanayan, Engineer Supervisor
Division of Capital Improvement Projects
Contracts Administration Section
Department of Public Works
Government of Guam

May 23, 2025

John F. Calanayan
Name

5/22/25 @ 3:29 P.M.
Date and Time

CORE TECH INTERNATIONAL

Term Sheet and Price Proposal

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

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

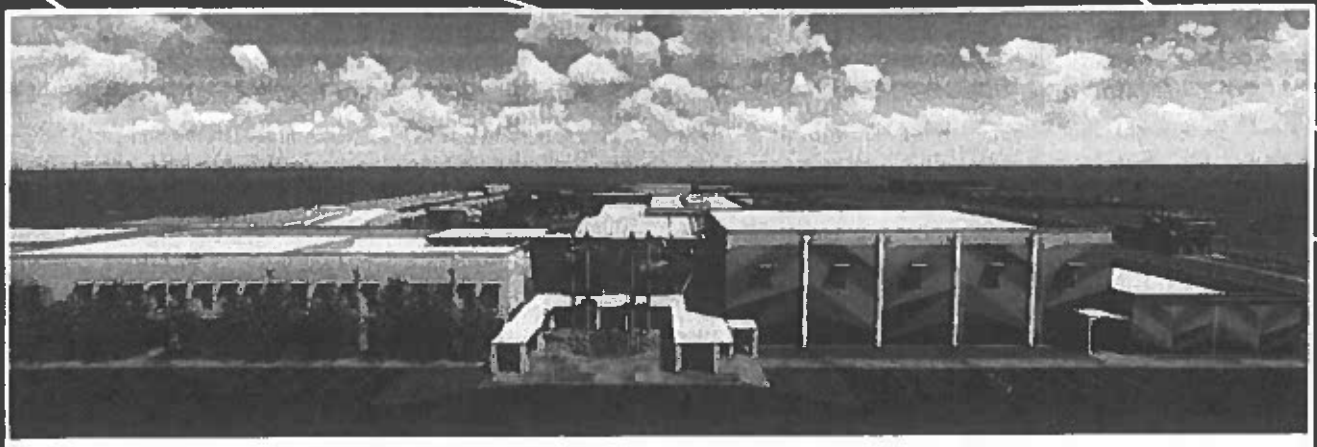
Submitted to:

John F. Calanayan, Engineer Supervisor
Division of Capital Improvement Projects
Contracts Administration Section
Department of Public Works
Government of Guam

May 23, 2025

John F. Calanayan
Name

5/22/25 @ 3:29 PM.
Date and Time



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

NEW SIMON SANCHEZ HIGH SCHOOL

Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance

RECEIVED BY
5/23/25 @ 10:49 KM.
Department of Public Works
Government of Guam

UAM
m Education Finance
Foundation III, Inc.

FUTURE WORLD CORPORATION

EASTERN PACIFIC

COFFMAN ENGINEERS

RBC Capital Markets

ETIAD

DLRGROUP

EPMA

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

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

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

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

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: **EVALUATION COMMITTEE MEMBERS AND SUBJECT MATTER EXPERTS TRAINING SESSION**
PLACE : **GEDA CONFERENCE ROOM, 5TH FLOOR, ITC BUILDING**
DATE & TIME: **TUESDAY, JUNE 03, 2025, 0800 to 1700**

No.	*Print Name*	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
1	Linda J. Ibanez		DPW	898-1763	linda.ibanez@dpw.guam.gov
2	BSANNICAS		DPW	689-7121	BENNY.SANNICAS@DPWGUAM.GOV
3	CELINE CRUZ		DLM	727-4656	celine.cruz@land.guam.gov
4	CARLA MAGNAYON		SSHS / DOE	4835400	cdmagnayon@gdoe.net
5	CEDRIC CRUZ		TKMA	475.8772	ccruz@traguam.com
6	ED HIPOLITO		55FM	4888325	ehipolito@55fm.com
7	Tina Garcia		GEDA	482-5275	tina.garcia@investguam.com

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8					
9					
10		647-4332	ECH	[illegible]	[illegible]
11		TEN 8320	SSFM	[illegible]	LEILA LUBWA
12		300-1474	G DUE	[illegible]	[illegible]
13		1184-1084	JPW	[illegible]	[illegible]
14		747-9004	DPW	[illegible]	[illegible]
15		4083-0126	SSHS	[illegible]	[illegible]
16		7TT-0547	[illegible]	[illegible]	[illegible]
17		4688-8988	SSFM	[illegible]	[illegible]
18		727-8972	[illegible]	[illegible]	[illegible]
19		TZT 8881	[illegible]	[illegible]	[illegible]
20		4888-1323	SSFM	[illegible]	[illegible]
21		6646-3489	DPW	[illegible]	[illegible]

Construction of New Simon Sanchez High School
EVALUATION COMMITTEE
AGENDA
Tuesday, June 3, 2025, 9am

I. **CALL TO ORDER-** Evaluation Committee Chairman

II. ROLL CALL | ATTENDANCE

III. **NEW BUSINESS**

a. Go over Procedure & Evaluation Committee Schedule
b. Subject Matter Expert (SME) Overview/ Briefing
    i. Construction- SSFM/ TRMA
    ii. Operations & Maintenance (O&M)- SSFM, DPW, SSHS, GEDA
    iii. Finance- BBMR/ GEDA
c. Proposal Review
    i. Guam Education Finance Foundation III, Inc.
        1. Review Proposal.
        2. Questions for SMEs
    ii. Core Tech International Corporation
        1. Review Proposal
        2. Questions for SMEs
    iii. General Pacific Services
        1. Review Proposal
        2. Questions for SMEs

IV. NEXT MEETING- Wednesday, 8:30am GEDA Conference Room

V. ADJOURN

SSHS Evaluation Committee & Subject Matter Expert Schedule

June 3rd-5th, 2025; GEDA Conference Room

DAY 1: EVALUATION

EVALUATION CONVENES W/ SMEs

Tuesday, June 3, 9am-5pm, GEDA Conference Room

1) SME presentation
2) Evaluators thorough review of RFP
3) Evaluator questions for SMEs

DAY 2: EVALUATION

1. GUAM EDUCATION FINANCING FOUNDATION III, INC
   Wednesday, June 4, 9am-11:30am, GEDA Conference Room
   **Evaluators should arrive onsite at 8:30am.*
   1) Presentation (30 minutes)
   2) Evaluator questions for Proposers (30 minutes)
   3) Dismiss Proposer
   4) Review proposal/ questions for SMEs

2. CORE TECH INTERNATIONAL CORPORATION
   Wednesday, June 4, 1:30pm-4pm, GEDA Conference Room
   **Evaluators should arrive onsite by 1pm.*
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   Thursday, June 5, 9am-11:30pm, GEDA Conference Room
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2. FINAL EVALUATION COMMITTEE REVIEW/ SUBMIT FINAL RANKING
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1) Final Evaluation Committee Review, Scoring and Submission of Final Ranking
2) Final ranking tabulated by DPW
3) Letter of Selection from Evaluation Committee Chairman to DPW Director

****

Jon Fernandez (Superintendent) Fri, Jul 1, 2022 at 10:26 AM To: Joshua F Tenorio Cc: Melanie Mendiola , Tina Garcia , Sabino Flores , "lester.carlson" , Edward Birn , "Franklin J.T. Cooper-Nurse" , "Philip A. Toves" , Carla Benita Masnayon

Thank you for the teamwork yesterday regarding Bill 310-36. It would help if we could get this on the July agenda. We stand ready to assist with finalizing the numbers in the bill so that the Committee can move forward. From GDOE's standpoint, we can continue to work on a cost cap if needed. At this point, the base bid is $117 million. If we add in the auditorium and firing range, it's another $8.4 million. Let's call it $125.4 million (which I think is in the range of the bill as introduced). The additive components (multipurpose field and tennis courts at $700k, PV System $1.9m, credit recovery building $3.2m and other miscellaneous --- (totaling $8.6 million) --- can be left as additive in the event that they can be built within the cost cap. I understand the need for reserve and contingency funds and to ensure we calculate insurance and maintenance, but we need to move quickly. I don't know at what cost cap we can get legislative agreement, but I am hoping that a deal can get done so that this doesn't push off the procurement until after the August session (when they will also be dealing with budget). Just my thoughts.

Please see the attachments for more details on the TRMA cost escalation projection and also the May monthly report on SSHS.

Jon Fernandez Superintendent Guam Department of Education 501 Mariner Avenue Barrigada, GU 96913-1608 Email: superintendent@gdoe.net Email2: jonfernandez1@gmail.com Office: (671) 300-1547 Fax: (671) 472-5009 Guam Department of Education

2 attachments

220524 Report 6 (Monthly TRMA Report).pdf

2377K 220318 SSHS Cost Inflation Factors.pdf

TRMA

Taniguchi Ruth Makio Architects

March 18, 2022

Jon J.P. Fernandez, Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: SSHS – Project Cost Escalation Factors

Buenas Mr. Fernandez,

TRMA is providing this letter to illustrate the general cost escalation factors that are attributed to the current cost estimate for the Simon Sanchez High School Project.

These cost factors include:

- Average yearly inflation of approximately 2.9% from 2014 – 2022.
- 2018 BPT increase of 1%.
- 2022 Minimum Wage and Construction Wages increase of 0.8%.
- 2021-2022 Pandemic, Supply Chain, H-2B Labor, and Military Buildup factors of approximately 40%.
- 2023 Anticipated Construction Cost Escalation of 8.67%.

The first three factors are general public knowledge, and a conservative assumption is used for the wage rate increase. The 40% Pandemic, Supply Chain, H-2B Labor, and Military Buildup factor is based on TRMA's evaluation of a similar educational building project bid in December 2021; which is a reasonable basis for understanding the current pricing effect of these factors. The 8.67% anticipated construction cost escalation is a conservative factor that is based on the understanding that the developer and contractor need to forecast material and labor cost increases for 2023 at a minimum given the project timeframe.

Guam • Northern Marianas Islands • Micronesia
P.O. Box EA, Hagåtña , Guam 96932 • 100 Cliff Business Center
671/475-8772 • Fax: 671/472-3381 • email: arch@traguam.com

An illustration of the effect of these cost factors from 2013 utilizing an initial budget of $70,000,000 is provided below.

Please let me know if additional information is required on this matter.

Senseramente,

Cedric Cruz, AIA

COST INFLATION ILLUSTRATION:

2013	Initial Project Budget	$ 70,000,000
2018	1% BPT Increase	$ 70,700,000
2022	2.9% Average Yearly Inflation 2014 to 2022 = 26.1%	$ 89,153,000
2022	0.8% Wage Rate Increase	$ 89,866,000
2022	40% Pandemic, Supply Chain, H-2B Labor, Military Buildup Factor	$125,812,000
2023	8.67% Anticipated Cost Escalation	$136,720,000

TRMA
Taniguchi Ruth Makio Architects

GDOE Simon Sanchez High School Final Cost Estimate January 2023

Base Bid		**$134,000,000**
Phase 1 New Campus (Classrooms, Offices, Gym, Cafeteria)		$119,000,000
Phase 2 Sports Facilities & Parking (Football Field, Track, Tennis Courts)		$ 15,000,000
Special Scope Items		**$ 17,300,000**
#1	Auditorium	$ 9,000,000
#2	Multipurpose Field & Tennis Courts	$ 600,000
#3	PV System (Solar Panels)	$ 1,700,000
#4	Rainwater Catchment	$ 1,600,000
#5	Landscaping Plants	$ 300,000
#6	Landscaping Irrigation	$ 1,000,000
#7	Landscaping Site Furnishing	$ 100,000
#8	Credit Recovery Building	$ 3,000,000
FF&E		**$ 9,000,000**

FF&E Items that have shifted to the construction cost are:

- A/V Equipment
- Lockers
- Storage & Shelving
- Equipment (Clocks, Fume Hoods, Kitchen)

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2025 Simon Sanchez Lease Revenue Bonds - Summary of Est. Financing Scenarios

Scenario	Scenario I	Scenario II	Scenario III
SOURCES			
Par	$147,525,000	$166,365,000	$166,365,000
Premium	$2,898,528	$3,268,419	$3,268,419
Total Sources	**$150,423,528**	**$169,633,419**	**$169,633,419**
USES			
Project Fund	$136,000,000	$153,368,570	$167,137,944
CAPI	$12,210,213	$13,769,374	-
Estimated COI	$2,213,315	$2,495,475	$2,495,475
Total Uses	**$150,423,528**	**$169,633,419**	**$169,633,419**
Estimated TIC	4.931%	4.931%	4.931%

Est. Annual Base Debt Service Net of CAPI	Scenario I	Scenario II	Scenario III
Year Ending 9/30			
2026	-	-	$6,226,556
2027	-	-	$8,302,075
2028	$10,027,000	$11,307,075	$11,307,075
2029	$10,025,400	$11,306,875	$11,306,875
2030	$10,024,600	$11,306,875	$11,306,875
2031	$10,024,400	$11,306,875	$11,306,875
2032	$10,027,113	$11,308,225	$11,308,225
2033	$10,024,300	$11,308,413	$11,308,413
2034	$10,025,963	$11,307,225	$11,307,225
2035	$10,026,675	$11,304,450	$11,304,450
2036	$10,026,225	$11,304,875	$11,304,875
2037	$10,026,725	$11,306,875	$11,306,875
2038	$10,027,975	$11,303,375	$11,303,375
2039	$10,024,475	$11,304,125	$11,304,125
2040	$10,025,975	$11,308,375	$11,308,375
2041	$10,026,725	$11,305,375	$11,305,375
2042	$10,026,225	$11,304,875	$11,304,875
2043	$10,023,975	$11,306,125	$11,306,125
2044	$10,024,475	$11,308,375	$11,308,375
2045	$10,026,975	$11,305,875	$11,305,875
2046	$10,025,725	$11,308,125	$11,308,125
2047	$10,025,200	$11,307,175	$11,307,175
2048	$10,028,138	$11,307,588	$11,307,588
2049	$10,028,488	$11,303,313	$11,303,313
2050	$10,025,463	$11,303,563	$11,303,563
2051	$10,028,275	$11,307,025	$11,307,025
2052	$10,025,613	$11,307,388	$11,307,388
2053	$10,026,688	$11,303,600	$11,303,600
2054	$10,025,188	$11,304,613	$11,304,613
2055	$10,025,063	$11,303,850	$11,303,850
Total	**$280,729,038**	**$316,570,500**	**$331,099,131**

Notes:
Assumes Ba1 rating with use of triple tax exempt bonds
COI estimated at 1.5% of par
Estimated market conditions as of February 2025
Preliminary, subject to change

SSHS Evaluation Committee & Subject Matter Expert Schedule

June 3rd-5th, 2025; GEDA Conference Room

DAY 1: EVALUATION

EVALUATION CONVENES W/ SMEs

Tuesday, June 3, 9am-5pm, GEDA Conference Room

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2) Evaluators thorough review of RFP
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- Introduction
- House Rules
- all phones
- no recording
-

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****

SSHS Attachment B Requirements Outline:

730-Calendar Day Project Completion Time

Design Work

Biological Conservation Measures

Final A/E Construction Documents - 60% Design & Final Design Reviews

Design Submittals for Expedited Permits - Clearing & Grading; Geotechnical; Demolition; Building Permit

Design Submittals for Expedited Procurement of Long-Lead Materials

FF&E

Construction Work

Biological Conservation Measures

Construction Management Coordination

Permit Processing

Material Procurement

Temporary Utilities for Construction

Demolition of the existing SSHS Campus

Construction of New Facilities & Infrastructure

Engineering Special Inspections

Systems Commissioning

FF&E Procurement & Installation

Occupancy Permit

Sanitary Permit

Insurance Requirements are required during construction and through the end of the lease agreement.

Maintenance Requirements are required from the end of construction through the end of the lease agreement.

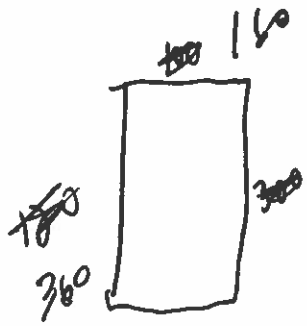
- To what extent will you carry spare parts & supplies for equipment?

- For issues w/ no fix – retention of lease payments?

– 300,000 sq. ft –

72 A/C's
Mold on Doors
Field Lights
Caremark Stand
Grass Cutting

- Contract
- In Working – Funded
- Contract Management
- Penalties



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Government of Guam

Presentation to Serve as Underwriter

October 15, 2024

STRICTLY PRIVATE AND CONFIDENTIAL

GUAM ECONOMIC DEVELOPMENT AUTHORITY
America in Asia

RBC Capital Markets

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Table of Contents

- **Bankers**
  1. How well do you understand the Government of Guam's unique structural or credit needs? (Greg)
  2. Does your company have a track record of providing creative financing solutions for General Government utilities? (Dan)
  3. Describe a challenging General Government financing and how you resolved the issue. (Dan)
  4. Provide a creative $100 million new money financing scenario (please include proposed structure and interest rates) in today's market for the following credits: (Malcolm / Greg)
     a. Hotel Occupancy Tax Bond
     b. Healthcare Lease Financing
     c. Port Authority of Guam Financing
- **Credit Staff**
  5. Describe your credit presentation team and any recent accomplishments for a general government bond financing (i.e. use of green bonds) (Dan)
  6. How well does the credit staff understand the credit and proposed structure(s)? (Dan)
  7. How experienced are you with General Government type credits? (Greg)
  8. How well would you communicate credit considerations to your internal sales force? (David)
- **Underwriting and Trading professionals**
  9. How experienced are you in underwriting a Guam or General Government bond? (Greg)
  10. Do you have a track record of aggressively pricing general government credits? (David)
  11. Have you demonstrated willingness to purchase unsold bonds for your own account? (David)
  12. Do you have a history of maintaining a visible secondary market presence and a special commitment to senior-managed underwritings? (Ryan / David)
- **Sales Force**
  13. Does the sales force have relationships with major institutional investors and/or a substantial retail customer base? (Ryan / David)
  14. Does your firm have a demonstrated capacity to market General Government bonds? (Ryan)

RBC Capital Markets Team Dedicated to the Government of Guam

Introduction to the Investment Banking, Global Markets, and Client Solutions Group Teams

Investment Banking			Municipal Underwriting	Muni Debt Capital Markets
Greg Dawley*	**Daniel Heimowitz***	**Malcolm McGregor***	**David Officer***	**Ryan Melvin***
Managing Director	*Director*	*Vice President*	*Director*	*Director*
Lead Banker / Guam Financing Expertise	Rating & Credit Strategy	Execution Lead	Lead Underwriter	Investor Strategy
▪ 31 years of experience ▪ Head of West Coast Finance & Co-Head of Public Power & Utilities Group ▪ Managed bond issues for GovGuam, GWA, GPA, Port of Guam, the Commonwealth of Puerto Rico, the States of Arizona, California and Hawaii, City of Los Angeles, County of Los Angeles, Los Angeles Unified School District, and Los Angeles Community College District ▪ Former Deputy Chief of Staff to Los Angeles Mayor Richard Riordan	▪ 45 years of experience ▪ Significant coverage of State and local government accounts ▪ Senior-managed financings include NYC's Transitional Finance Authority, California's Economic Recovery Bonds, the Florida Hurricane Catastrophe Fund, Puerto Rico's COFINA; Investor recommended director of 3 member COFINA Board of Directors 2019-23 ▪ Former Head of Moody's Public Finance Ratings Group and MSRB Chairman	▪ 11 years of experience ▪ Coverage of West Coast, Public Utilities, Surface Transportation and Energy Prepayments ▪ Recent transaction experience includes senior managed transactions for Guam Water Authority, State of California, State of Hawaii, Hawaii Green Energy Securitization, University of California, CPS Energy, and Stanford University ▪ Led quantitative analysis for GWA's Series 2024A&B financing	▪ 18 years of public finance experience ▪ Director of RBCCM's Municipal Underwriting Desk ▪ David has led tax-exempt and/or taxable offerings in the public power, general government, transportation, airport, infrastructure, higher education, corporate-related, and housing sectors of the municipal market	▪ 15 years of experience ▪ Head of the Municipal Debt Capital Markets Group ▪ Devise and provide deal execution solutions through unparalleled use of data analytics, targeted investor marketing, and enhanced banking technology ▪ Utilized a DCM strategy analysis for the GWA series 2024AB transaction
Los Angeles	New York	Los Angeles	New York	New York

Additional Parties

	Investment Banking	Long-Term Underwriting	Liability Management	Short-Term Underwriting	Corporate Banking
Team Members	▪ Tom Yang, *Managing Director* ▪ Tiffany Yeh, *Director* ▪ Julie Xing, *Associate* ▪ Peter Tangikyan, *Analyst*	▪ Glenn McGowan, *Managing Director, Co-Head of Municipal Underwriting*	▪ Salim Mawani, *Managing Director, Head of Liability Management Team*	▪ Craig Laraia, *Managing Director, Head of Short-Term Sales, Trading, and Underwriting*	▪ Laurent Mastey, *Director*
Dept. Head	▪ Bob Spangler, *Head of Municipal Finance*				

*Meeting attendee.

RBC Capital Markets Qualifications – Significant Guam and National Municipal Finance Experience

2024YTD Negotiated Lead Manager Rankings

Underwriting Firm	Par Amount ($ 000s)	Rank	Mkt. Share (%)	Number of Issues
BofA Securities	53,389.5	1	16.6	229
RBC Capital Markets	34,907.2	2	10.9	284
JP Morgan	29,458.4	3	9.2	149
Morgan Stanley	23,520.3	4	7.3	78
Wells Fargo	21,653.6	5	6.8	123
Jefferies	20,622.9	6	6.4	94
Raymond James	18,709.3	7	5.8	313
Stifel	16,379.8	8	5.1	516
Goldman Sachs	15,347.4	9	4.8	44
Barclays	13,862.1	10	4.3	70
Industry Total	**320,891.2**		**100.0**	**3,425**

Source: Bloomberg 1/1/2024 – 10/10/2024
Negotiated: True Economics to Book Runner

2023 Negotiated Lead Manager Rankings

Underwriting Firm	Par Amount ($ 000s)	Rank	Mkt. Share (%)	Number of Issues
RBC Capital Markets	32,016.2	1	11.1	293
BofA Securities	31,131.4	2	10.8	158
Jefferies	20,946.7	3	7.3	90
JP Morgan	19,065.7	4	6.6	120
Goldman Sachs	18,974.1	5	6.6	51
Citi	18,137.3	6	6.3	88
Morgan Stanley	17,459.7	7	6.1	76
Wells Fargo	17,319.1	8	6.0	103
Stifel	16,875.5	9	5.9	576
Raymond James	13,427.4	10	4.7	310
Industry Total	**288,432.6**		**100.0**	**3,839**

Source: Bloomberg 1/1/2023 – 12/31/2023
Negotiated: True Economics to Book Runner

Banker Experience with Guam Issuers

- Guam Waterworks Authority $184.9MM 2024 Series A and B Bonds (Sole Manager)
- Port of Guam Revenue Bonds $71 million 2018 Series A, B, and C (Co-Manager)
  - First bond sale of the Authority
- Guam Power Authority $341 million 2012 Series A Revenue Bonds (Senior Manager)
  - Greg proposed a creative restructuring of GPA's 1993 and 1999 bonds to provide GPA savings while the ongoing MEC project debt carried an imputed 10% cost of funds
- Guam Power Authority Revenue Bonds $207 million Series 2010 Revenue Bonds (Senior Manager)
  - Was GPA's first public bond offering in 11 years
- Government of Guam General Obligation Bonds $152 million 2007 Series A (Co-Manager)
  - Greg's first experience working with GEDA

RBC Is One of the Highest Rated Banks in the Municipal Market

	Operating Company Ratings			Holding Company Ratings		
	Moody's	S&P	Fitch	Moody's	S&P	Fitch
RBC	Aa2	AA-	AA-	Aa2	AA-	AA-
Wells Fargo	Aa2	A+	AA-	A2	BBB+	A+
J.P. Morgan	Aa3	A+	AA	A2	A-	AA-
Bank of America	Aa3	A+	AA-	A2	A-	A+
Citi	A1	A+	A+	A3	BBB+	A
Goldman Sachs	A1	A+	A+	A3	BBB+	A
Morgan Stanley	A1	A+	A+	A3	BBB+	A
Barclays	A1	A-	A+	Baa2	BBB	A
Raymond James	Baa1	BBB+	NR	Baa1	BBB+	NR
Jefferies	Baa2	BBB+	NR	Baa3	BBB	BBB

Source: Bloomberg as of August 31, 2020

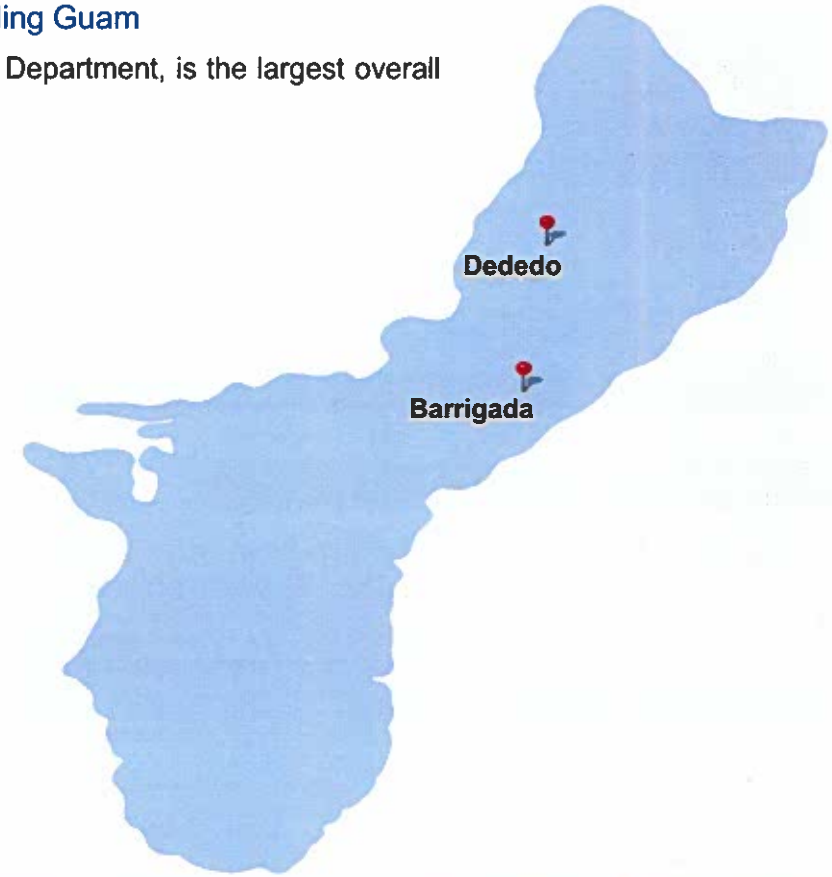
RBCCM's Community Investments | Guam Coverage

As an unparalleled leader and respected partner, RBC Community Investments leverages our diverse distribution network and trusted relationships to make impactful investments in our communities, including Guam

- RBCCM's Community Investments, a group within the Municipal Finance Department, is the largest overall tax syndication business in the U.S.A for affordable housing projects

Investment Portfolio

- 2 Properties
- 160 Homes
- $76 MM Invested



Low Income Housing Tax Credit Investments as of 12/31/2023

City	Homes	Equity $ Committed
Barrigada	64	30,770,541
Dededo	96	45,134,198
Total	**160**	**$75,904,739**

Estimated Job Creation Impact*

Year 1 Construction Jobs	90
Ongoing Jobs	48

National Footprint

$16.3B Equity Raised

126 Tax credit funds

1,083 Properties

98,645 Affordable homes

3.7 GW

49 States, Washington D.C, Puerto Rico & Guam

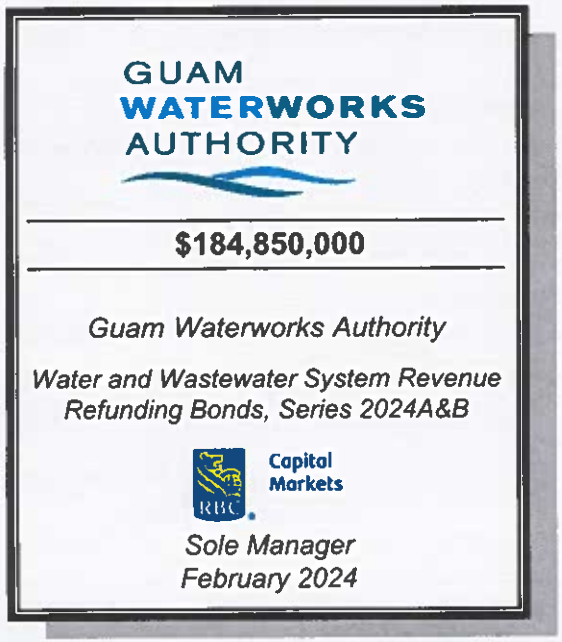
*Source: National Assn. of Home Builders: The Local Impact of Typical Housing Tax Credit Investments, March 2010

Recent Relevant Guam Experience - Guam Waterworks Authority

RBC Capital Markets served as sole underwriter for the bond issuance and sole dealer manager on the associated tender offer

Tender Transaction Summary & Background

- On February 29, 2024, RBCCM served as Sole Manager for the Guam Waterworks Authority ("GWA")'s $184,850,000 Water and Wastewater System Revenue Refunding Bonds, Series 2024A and 2024B
- In conjunction with the new issuance of the 2024A Bonds, RBCCM also served as Sole Dealer Manager on the corresponding tender component, which targeted $384,290,000 of tax-exempt and taxable bonds
- Proceeds from the sale of the Series 2024A&B Bonds were used to refund outstanding Series 2013 & 2014A Bonds, and to pay the purchase price of the outstanding Series 2016 & 2017 Bonds and Series 2020B (Taxable) Bonds tendered for cash
- Our salesforce organized one-on-one investor calls, which yielded 15 one-on-one calls scheduled over a three-day period



Refunding Transaction Highlights

- The Bonds were offered during an "on-island" retail period on Wednesday, February 28, 2024 and through an institutional investor order period on Thursday, February 29, 2024
- The market leading up to pricing was steady with ratios rich between TSY and MMD
- GWA targeted $384.3 million of bonds in the tender, of which $135.5 million (35.3%) were tendered by bondholders ($132.5 million was ultimately accepted)
- RBC generated orders from more than 39 unique investors resulting in an oversubscription ranging from 4.0x to 26.1x and allowing for an aggressive tightening of transaction credit spreads
- More than a dozen investors identified as targets by the DCM team participated in the transaction – none of which were existing publicly reported holders of GWA's bonds
  - Demand came from both new investors as well as prior holders of GWA's bonds. Major investors included Bond Funds, SMAs and Money Managers
- The Authority was able to achieve $15.2 million of taxpayer savings ($14.5 million of net PV savings or 7.02% of par)
  - The tender process allowed for savings to be captured years ahead of the bonds' first optional call dates
- The True Interest Cost of the borrowing was 3.87%
- **This was the firm's first transaction with Guam Waterworks Authority**

RBCCM has been Consistently Providing Ideas to Address the Government of Guam's Financing Needs for the Past 2 Years

1

RBC Coverage of Guam since 2023

Date	Entity	Description
Aug 2024	POG	• Provided illustrative new money financing and tender analysis
Aug 2024	GovGuam	• Provided refunding update on Business Privilege Tax Series 2015D and Guam Facilities Foundation Project Series 2014
Jul 2024	POG	• Provided market update and new money financing considerations
Jul 2024	GIAA	• Provided market update and tender considerations
Jun 2024	GovGuam	• Provided refunding update on Business Privilege Tax Series 2015D and illustrative New Money Financings for Simon Sanchez High School, Dept. of Corrections, and Guam Memorial Hospital
May 2024	GEDA/ GWA	• Sponsored GEDA's Investor Conference and helped craft GWA's Investor Conference Presentation
Apr 2024	GovGuam	• Provided refunding update on Business Privilege Tax Series 2015D and illustrative New Money Financings for Simon Sanchez High School, Dept. of Corrections, and Guam Memorial Hospital
Mar 2024	GEDA	• Meeting to discuss upcoming financings across GovGuam credits
Mar 2024	GWA	• Closing of GWA 2024A in Guam; Meeting to discuss financing approaches for FY2025 – FY2029 Financial Plan
Feb 2024	GWA	• Pricing of GWA 2024AB at RBCCM's New York Office
Feb 2024	GovGuam	• Provided analysis on the Government of Guam's Proposed Medical Center
Dec 2023	GovGuam	• Meeting to discuss market and firm credentials update and overview of financing considerations
Dec 2023	GPA	• Meeting to discuss market and firm credentials update and refunding update, ESG update, and information on the Inflation Reduction Act and Renewable Energy Tax Credits
Dec 2023	POG	• Meeting to discuss market and firm credentials update and overview of financing considerations
Dec 2023	GIAA	• Meeting to discuss market and firm credentials update, airport sector update, and overview of financing considerations
Dec 2023	GWA	• Financing team call for GWA Tender & Refunding transaction *(RBCCM named sole manager)*
Oct 2023	GWA	• Attended rating agency meetings in San Francisco
Sept 2023	GWA	• Financing team calls for GWA Tender & Refunding transaction
Aug 2023	GWA	• Financing team calls for GWA Tender & Refunding transaction
Jun 2023	GWA	• Provided current and forward refunding analysis, new money financing analysis, and tender analysis
May 2023	GWA	• Provided current and forward refunding analysis, new money financing analysis, and tender analysis

Creative Financing Solutions for General Government Financings

$233,495,000

Casino Reinvestment Development Authority Luxury Tax Revenue Bonds, Series 2024AB

Underlying: Baa1/BBB+/BBB/BBB+
Insured: A1/AA//AA+

Senior Manager

Capital Markets

September 2024

- After two failed attempts by the Authority to enter into a lease agreement to finance its energy savings improvement program ("ESIP") and various improvements at the Atlantic City Convention Centers, RBC proposed leveraging the Authority's Luxury Tax credit to more efficiently fund these energy savings projects
- This unique credit is comprised of charges on hotel room rentals, the sale of alcoholic beverages, and the purchase of tickets or admission to entertainment events within Atlantic City

$947,171,014.55

Alameda Corridor Transportation Authority Senior Lien Rev. Series 2022ABC & Senior and Sub Lien Rev. Ref Bonds, Series 2024ABCD

Senior: A3/A-/A
Subordinate: Baa2/BBB+/BBB+

Co-Snr Manager & Dealer Manager

June 2022 &January 2024

- RBCCM served as both joint dealer manager and co-senior managing underwriter for ACTA's 2022 and 2024 tender and bond transactions, which restructured a portion of ACTA's existing debt to address anticipated near-term debt service shortfalls and reduce the amount of future projected shortfalls
- Utilizing tenders allowed ACTA to restructure its debt at a lower cost, since a significant portion of its outstanding debt consisted of non-callable CABs

$233,495,000

Energy-as-a-Service Securitization

Structuring Advisor and Sole Underwriter

NR/BBB+/BBB+

Capital Markets

June 2024

- RBC executed a first of its kind energy securitization for Adventist Health
- Through the energy-as-a-service securitization, Adventist Health was able to deliver upfront Advance Lease Payments while also capturing savings and reinvesting these savings across the system in critical deferred CapEx and resiliency needs
- This was unique since the energy-as-a-service securitization did not add additional debt to the balance sheet

$3,444,000,000

Special Facilities Bonds, Senior Series 2022A (Tax-Exempt) (JFK Airport Terminal 6-7 Redevelopment Project)

Baa3

Senior Manager and Lead Arranger

Capital Markets

November 2022

- RBC facilitated the financing of the New Terminal 6 Facilities at the JFK Airport through a public-private partnership with The Port Authority of New York and New Jersey ("PANYNJ"), serving as the Coordinating Lead Arranger for $3.444 billion of Senior Secured Credit Facilities as well as Initial Purchaser of a $435 million Flexible Drawdown Bonds for which RBC also acted as Swap Counterparty

RBC Bringing a Challenged Credit to Market: Case Study | State of Illinois | General Obligation Refunding Bonds, Series of October 2024 | Senior Manager

Tighter spreads achieved by RBC exceeded Illinois's expectations for market recognition of its improving (A3/A-/A-) GO credit

$1,087,800,000

State of Illinois

General Obligation Refunding Bonds, Series of October 2024

RBC Capital Markets

Bookrunning Senior Manager
September 2024

Financing Details	
Date of Sale	September 10, 2024
Date of Delivery	October 16, 2024
Use of Proceeds	Current refunding of outstanding Series of February 2014, Series of April 2014, and Series of May 2014 bonds
Tax Status	Tax-Exempt
Ratings (M/S/F)	A3 (pos) / A- (stbl) / A- (stbl)
Call Features	8/1/2034 @ 100
Final Maturity	February 1, 2039
Structure	Fixed rate serial bonds maturing 2025 to 2039
TIC	3.461%

Transaction Summary & Background

- On September 10, 2024, RBCCM priced $1.09 billion State of Illinois GO Refunding Bonds
- These Bonds were priced during the second heaviest volume week of the year, with pricing scheduled at the beginning of the week to get ahead of economic releases and the other deals pricing
  - Total municipal supply for the week of September 9th was expected to be $15.0 billion with 35 transactions over $100 million
- As this was the first refunding of GO Bonds since amendments to the GO Bond Act became effective in July 2023, RBCCM worked with the State and its Advisor to craft a debt service structure that met the State's new statutory refunding restrictions and savings objectives
- **Rated A3 by Moody's and A- by S&P and Fitch, *Illinois GO bonds remain the lowest rated of all states.* We worked closely with the State on its rating and investor presentations to maintain the positive momentum of the multiple rating upgrades and favorable outlooks achieved since 2021.**
- The market leading to pricing was stable with many participants looking forward to the September FOMC meeting the following week
- Pricing included a two-day process with a full-day retail order period followed by an institutional order period the next day
- At the conclusion of the retail order period, RBCCM received approximately $800 million of Illinois and National retail orders, the second largest retail order period ever for the State
- During the institutional order period, RBCCM received $2.1 billion of institutional orders for the bonds, for an aggregate $2.9 billion in orders for 2.7x oversubscription
  - Over 65 unique institutional investors placed orders for the transaction
- RBCCM was able to lower yields for select maturities up to 6 bps and final credit spreads for select maturities were the lowest uninsured spreads the State has seen since 2008 when the State was rated in the AA-category

Preparing for 2025 Guam Financings | Interest Rate Forecasts – RBC Economics and Bloomberg Consensus

Anticipated market conditions through 2024 and 2025

RBC Economics U.S. Interest Rate Forecast - October 2024

	Actual							Forecast				
End of Quarter	**23Q1**	**23Q2**	**23Q3**	**23Q4**	**24Q1**	**24Q2**	**24Q3**	**24Q4**	**25Q1**	**25Q2**	**25Q3**	**25Q4**
Fed funds	4.88	5.13	5.38	5.38	5.38	5.38	4.88	4.38	4.13	4.13	4.13	4.13
Three-month	4.85	5.43	5.55	5.40	5.45	5.48	4.73	4.20	4.00	4.05	4.10	4.10
Two-year	4.06	4.87	5.03	4.23	4.66	4.71	3.66	4.00	4.20	4.25	4.25	4.15
Five-year	3.60	4.13	4.60	3.84	4.28	4.33	3.58	3.75	3.80	3.85	3.80	3.70
10-year	3.48	3.81	4.59	3.88	4.27	4.36	3.81	3.95	4.00	4.00	3.95	3.85
30-year	3.67	3.85	4.73	4.03	4.41	4.51	4.14	4.25	4.30	4.25	4.15	4.05

Bloomberg Economic Interest Rate Forecast

Tenor	Current [1]	March 2025	Change
Fed Funds Upper Bound	5.00%	4.35%	**-0.65%**
3-Month SOFR	5.01%	4.23%	**-0.78%**
5-Year Treasury	3.81%	3.69%	**-0.12%**
10-Year Treasury	3.98%	3.87%	**-0.11%**
30-Year Treasury	4.26%	4.08%	**-0.18%**
10 to 30-yr Spread (bps)	28	10	**-18**

Historical and Projected Treasury Yields

Sources: RBC Capital Markets as of October 10, 2024, RBC Thought Leadership; Bloomberg as of October 11, 2024

Illustrative Hotel Occupancy Tax Bond Financing ($100mm Par)

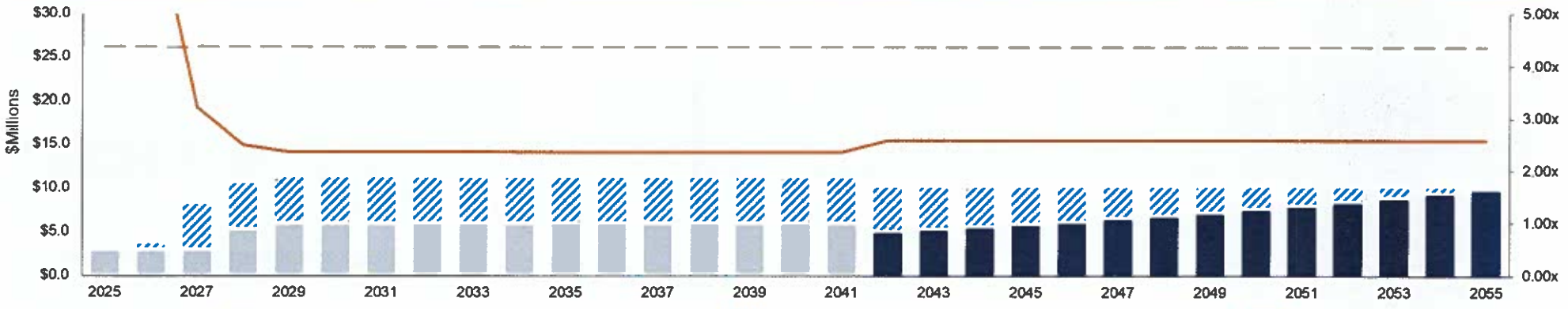
The Hotel Occupancy Tax Bonds help finance GovGuam infrastructure projects

- **Background**
  - The Hotel Occupancy Tax ("HOT") is levied on transient occupancy of hotel rooms in Guam and feeds directly into the Tourist Attraction Fund, one of GovGuam's special funds
  - Pre-pandemic, calendar year 2019 HOT collections were the highest in its history at nearly $45 million; 2023 HOT revenues were $26.1 million
  - Moody's recently upgraded HOT bond rating to Baa3 from Ba1
- **Bond Structuring Assumptions**
  - Aggregate level debt service, wrapped around existing 2021A Bonds
  - Assumes 30-year final maturity similar to 2011A HOT transaction
  - DSRF funded with bond proceeds
  - 1 year of CAPI
  - Assumes triple tax-exempt scale, Baa3 (Moody's) rating
- Under current market conditions, GovGuam can finance a $92.5 million project fund assuming $100 million of par

Illustrative Financing Statistics

Sources	
Par Amount	$100,000,000
Premium	$5,473,413
Uses	
Project Deposit	$92,474,557
DSRF Deposit	$6,614,215
Capitalized Interest	$5,484,640
COI/UD	$900,000
Bond Summary Statistics	
Dated Date	02/11/2025
Arbitrage Yield	4.54%
All-in TIC	4.87%
Average Coupon	5.21%
Average Life (yrs)	24.1
MADS Coverage	2.35x
Max. Annual D/S	**$10,076,375**
Avg. Annual D/S	**$7,581,282**

Illustrative Debt Service Profile *(Shown on 9/30 FY Basis)*



Rates as of 10/10/2024.
Sources: HOT Bonds 2021 and 2011 Official Statements

RBCCM Experience Financing a Hotel Occupancy Tax Issue: Case Study | LV Convention Center & Visitors Authority | Expansion & Renovation Revenue Bonds, Series 2022B & Series 2022C (Taxable)

4a

In August 2022, RBCCM successfully Underwrote Convention Center Expansion and Renovation Revenue Bonds (Aa3 / A) backed by Las Vegas Hotel Occupancy Taxes

Transaction Overview

- The proceeds of the Series 2022B and Series 2022C Bonds (collectively, the "2022 Bonds") were used to finance a portion of the $1.834 billion Las Vegas Convention Center District ("LVCCD") Project to expand and renovate of the Las Vegas Convention Center
- The 2022 Bonds are secured by hotel room taxes collected within Clark County, as well as facility revenues remaining after the payment of operations and maintenance, and were structured to maintain coverage levels consistent with historical averages
- The Convention Center is the #1 tradeshow destination, and is also the second largest convention center nationally by total square feet of exhibition space
- The Authority's revenues have largely recovered from the Pandemic, with FY 2022 room tax collections estimated to exceed the FY 2019, pre-Pandemic level
- RBCCM engaged in an extensive pre-marketing campaign for the 2022 Bonds, including an online investor presentation and one-on-one calls targeting current holders and likely buyers
- $249 million of orders were generated from 14 institution accounts, and several retail investors, resulting in 1.7x subscription
- RBCCM also served as book-running senior manager of the $500 million inaugural bond issue for the LVCCD Project in 2018

$136,820,000

Las Vegas Convention and Visitors Authority

(Aa3 / A / -)
Series 2022B

Fixed Rate
Convention Center Expansion and Renovation Revenue Bonds

Capital Markets

Sole Manager

$13,180,000

Las Vegas Convention and Visitors Authority

(Aa3 / A / -)
Series 2022C

Taxable Fixed Rate
Convention Center Expansion and Renovation Revenue Bonds

Capital Markets

Sole Manager

Illustrative Healthcare Lease Financing ($100mm Par) - Revenue Bonds: Public Law 36-56

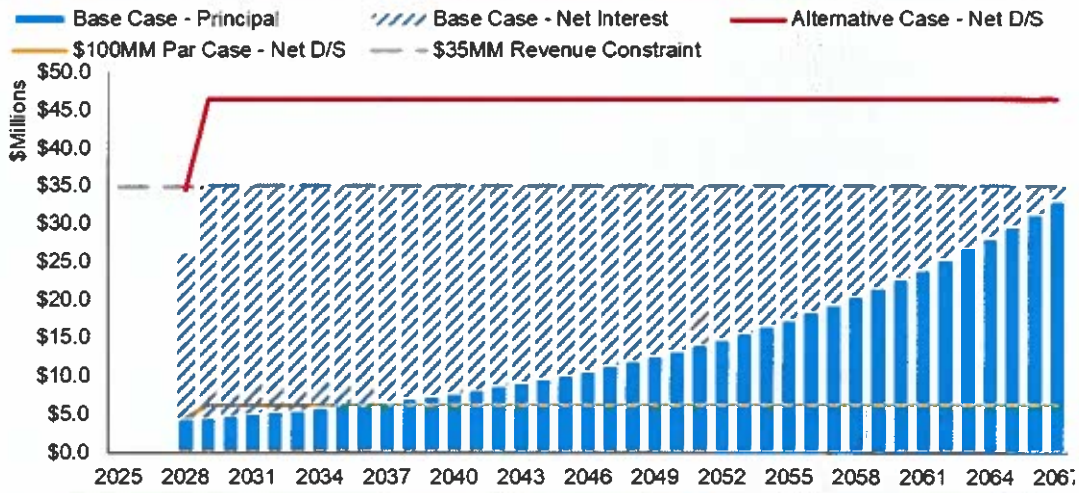
The 21st Century Healthcare Center of Excellence Construction Act of 2021 authorizes the issuance of up to $600 million in bond principal for the construction of a new, lease-backed healthcare center

- **Background**
  - The Government of Guam is authorized to enter into a lease-back arrangement with a contractor for the construction and maintenance of the Healthcare Center
  - Per Bill 121-36 / Public Law 36-56, maximum annual appropriation of $35 million from the General Fund and maximum principal amount of $600 million
  - Estimated total project cost of $800 million ($200 million of ARP funding, $600 million from bond funds or other sources)
- **Bond Structuring Assumptions**
  - Level debt service, with 43-year final maturity (to reflect 40-year maximum lease term and assumed 3-year construction period)
  - 3 years of CAPI
  - DSRF funded with bond proceeds
  - Assumes triple tax-exempt scale, Ba1 (Moody's) and B+ (S&P) ratings
- **Base Case** *(Held to P.L. 36-56 constraints)*
  - Structured for maximum proceeds with $35 million annual D/S constraint
  - In the current market, proceeds able to be generated within this constraints does not meet the $600 million maximum par amount or the project funding need
- **Alternative Case** *(Fund $600 million project deposit)*
  - Structured to generate $600 million project fund required to meet total project cost estimate
  - Par amount exceeds $600 million par limit and $35 million annual debt service constraint
- **Illustrative $100 Million Par Case**
  - $100 million principal amount with level debt service, 3-years CAPI, and 43-year final maturity
  - A $100 million transaction generates a $80.0 million project fund

Illustrative Financing Statistics

	Base Case	Alternative Case	$100MM Par Case
Sources			
Par Amount	$564,450,000	$749,545,000	$100,000,000
Premium / (Discount)	$12,800,816	$16,998,594	$2,268,229
Uses			
Project Deposit	$451,835,269	$600,000,000	$80,047,275
DSRF Deposit	$34,999,838	$46,476,325	$6,202,650
Capitalized Interest	$85,335,659	$113,318,958	$15,118,304
COI/UD	$5,080,050	$6,748,311	$900,000
Bond Summary Statistics			
Dated Date	02/11/2025	02/11/2025	02/11/2025
Arbitrage Yield	5.27%	5.27%	5.27%
All-in TIC	5.36%	5.36%	5.36%
Average Coupon	5.47%	5.47%	5.47%
Average Life (yrs)	29.8	29.8	29.8
Max. Annual D/S	**$34,999,838**	**$46,476,325**	**$6,202,650**
Avg. Annual D/S	**$34,714,027**	**$46,097,418**	**$6,149,840**

Illustrative Debt Service Profile *(Shown on 9/30 FY Basis)*



Rates as of October 10, 2024

RBCCM Experience Financing a Healthcare Facility with Credit Considerations: Case Study | Boston Medical | Hospital Revenue Bonds, Series G

4b

In February 2024, RBCCM successfully brought this BBB rated healthcare center to market

Transaction Overview

BOSTON MEDICAL CENTER

$232,415,000

Massachusetts Development Finance Agency

Boston Medical Center (Baa2/BBB/-)

Series G 2023
Tax-Exempt Fixed Rate
Hospital Revenue Bonds

RBC Capital Markets

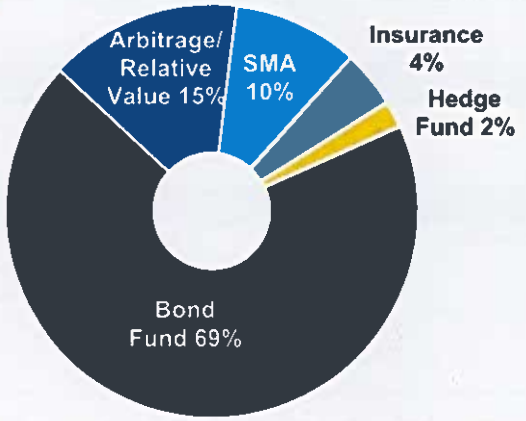
Sole Manager

- On February 8, RBC Capital Markets served as sole manager on a $232,415,000 tax-exempt fixed rate issue for Boston Medical Center Health System ("BMC")
- Kestrel provided a second party opinion certifying the new issue as **"Sustainability Bonds" - the first ever not-for-profit healthcare bond to carry this designation,** garnering heightened investor demand
- RBCCM and the financing team put in place an aggressive Amended & Restated Master Trust Indenture and one of the first Baa/BBB credits to come to market with a springing MTI that excludes a mortgage lien
- RBCCM rating strategy helped BMC maintain its Baa2 and BBB ratings as well as positive outlook, notwithstanding the additional $208mm of debt
- The Series G 2023 issue was structured as tax-exempt fixed rate bonds with serial bonds in 2023-2029 and term bonds in 2048 and a bifurcated 2052 maturity. Proceeds from the bond offering will be used for new money capital projects and to refinance its Series C 2012 fixed rate bonds
- RBCCM led a tailored investor marketing effort for the transaction, engaging with nearly 60 investors and holding 10 1x1 calls, **attracting orders from over 50 institutional accounts** with over $90 million (nearly 40% of par) directly from ESG focused accounts, leading to a strong and diverse order book
- Driven by the strong investor demand, RBCCM was able to **tighten spreads by 5 to 33 bps across the curve**
- The financing team was able to achieve an all-in TIC of 4.81% driven by the bifurcated 2052 discount structure

Final Terms	Series G 2023 (Tax-Exempt)
Borrower:	**Boston Medical Center**
Par:	$232,415,000
Pricing Date:	February 8, 2023
Structure:	Fixed Rate Tax-Exempt
BMC's Underlying Ratings:	Baa2/BBB/-
Amortization:	Serial Bonds: 2023 – 2029 Term Bonds: 2048 (5.25%) and 2052 (5.25% & 4.375%)
All-In TIC:	4.81%
Average Life:	25.3 years
Final Maturity:	July 1, 2052
Optional Redemption:	July 1, 2033 at Par

BMC's Series G 2023 Order Book Detail

Breakdown of Orders by Fund Type



$2.1 billion in orders from 53 Institutional Investors

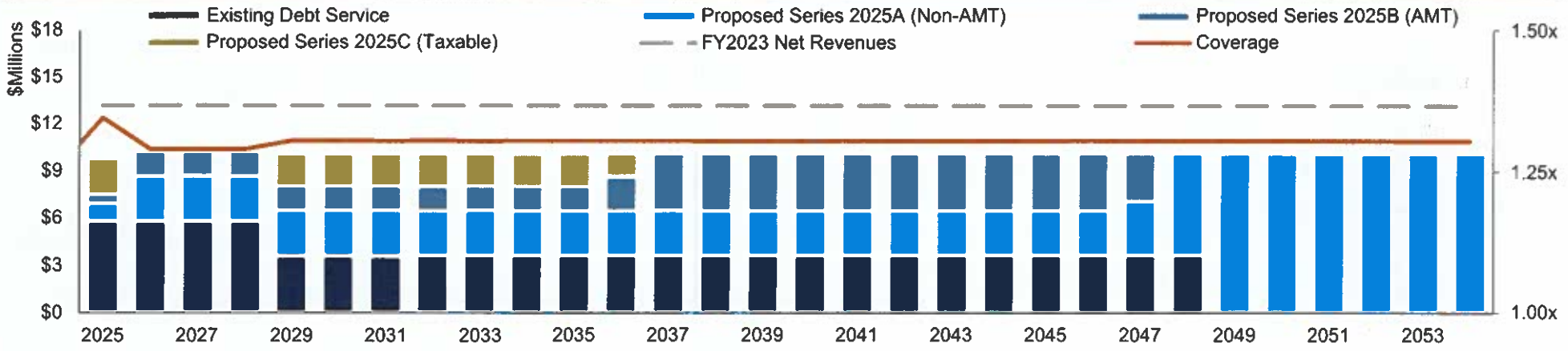
Illustrative Port Authority of Guam New Money Financing ($100mm Par)

- **Background**
  - Per PAG's 2023 Master Plan, the port has significant capital needs including (i) a Port Readiness Plan and (ii) a Sustainability Plan
    - Top priorities include replacement of three STS gantry cranes & two fuel piers
  - The Port has a rate covenant to maintain 1.25x debt service coverage
  - Calculation of net revenues available for debt service allows for inclusion of a portion of crane surcharge revenues and certain noncash accounting adjustments
- **Bond Structuring Assumptions**
  - 30-year final maturity
  - Structured to produce aggregate level debt service with the 2018 bonds
  - Mix of non-AMT, AMT, and taxable bonds similar to 2018 issuance, with taxable bonds maturing first, then AMT, then non-AMT
  - DSRF funded with bond proceeds
  - Portion of interest through 2028 is capitalized to meet the 1.25x ABT
  - Assumes triple tax-exempt scale, Baa2 (Moody's) and A (S&P) ratings
- With a $100 million issuance, debt service coverage falls to 1.3x
  - Moody's indicated that coverage below 1.5x could trigger a downgrade
  - PAG could issue ~$80 million of bonds and maintain 1.5x coverage

Illustrative Financing Statistics

	2024A New Money (Non-AMT)	2024B New Money (AMT)	2024C New Money (Taxable)	Combined
Sources				
Issued Par	$55,000,000	$30,000,000	$15,000,000	$100,000,000
Premium	$3,374,241	$1,835,702	-	$5,209,943
Uses				
Project Deposit	$52,961,817	$28,883,471	$11,407,420	$93,252,707
DSRF Deposit	$4,917,424	$2,682,231	$1,341,116	$8,940,771
Capitalized Interest	-	-	$2,116,465	$2,116,465
COI/UD	$495,000	$270,000	$135,000	$900,000
Bond Summary Statistics				
Dated Date	02/11/2025	02/11/2025	02/11/2025	02/11/2025
Arbitrage Yield	4.52%	4.52%	4.52%	4.52%
All-in TIC	4.90%	4.76%	5.44%	4.89%
Average Coupon	5.25%	5.20%	5.28%	5.24%
Average Life (yrs)	26.75 yrs	17.66 yrs	6.82 yrs	21.03 yrs
Max. Annual D/S	**$10,080,588**	**$3,619,350**	**$2,598,985**	**$10,080,588**
Avg. Annual D/S	**$4,499,223**	**$2,571,500**	**$1,791,857**	**$7,152,617**

Illustrative Debt Service Profile *(Shown on 9/30 FY Basis)*



Rates as of 10/10/2024.

Sources: Port Authority of Guam (PAG) Presentation at Invest Guam Symposium 2024; Continuing Disclosure Annual Report of the Port Authority of Guam for FYE 9/30/2023; Port Authority of Guam 2023 Master Plan

RBCCM Experience Financing a Port Facility: Case Study | Broward County | Port Revenue Bonds, Series 2022 (AMT)

4c

In June 2022, RBCCM successfully brought an A1 rated port facility with an AMT component to market

$123,700,000

Broward County, Florida

Broward County Port
(A1/-/-)

Series 2022
AMT Fixed Rate
Port Revenue Bonds

RBC Capital Markets

Senior Manager

Transaction Overview

- The Series 2022 Bonds are being issued to:
  - (i) finance and refinance, including through reimbursement, all or a portion of the Series 2022 Improvements which are part of the 5-Year CIP for the Port
  - (ii) fund a separate subaccount of the Senior Lien Reserve Account for the Series 2022 Bonds
  - (iii) pay cost of issuance and expenses
- The Series 2022 Improvements include the:
  - (i) lengthening of the County's existing deep-water turnaround area for cargo ships from 900 to 2,400 feet to allow for five new cargo berths
  - (ii) the acquisition, design, construction, transportation, equipping and delivery of three new container handling gantry cranes in Southport to increase containerized cargo shipping capacity and
  - (iii) the design, construction and extension of crane rails to the full length of the County's existing Turning Notch berth and extension to utilize the County's existing gantry cranes and its new gantry cranes
- The Series 2022 Bonds were issued in lieu of a similarly sized TIFIA loan requiring certain covenants and provisions that would have limited Port Everglades' operating and future capital budgeting flexibility
- This issue was comprised entirely of AMT fixed rate bonds
- RBCCM's investor strategy focused on emphasizing Port Everglades' diverse revenue stream, strong financial metrics, and highly-rated regional economy given the lower rated Port credit
- RBCCM conducted an extensive pre-marketing campaign beginning the morning of Tuesday, June 21st through market close Wednesday, June 22nd
- RBCCM received valuable investor feedback/reverse inquiries indicating possible demand for a bifurcated coupon structure on a longer dated term bond comprising over 20% of the offering
- The bond sale was well received by investors; demand for the transaction led to $791 million in total orders (6.7x oversubscribed) from 37 investors
- RBCCM's underwriting desk was able to lower yields by 1 to 10 basis points from initial levels

Additional Financing: 2015D Business Privilege Tax Bonds Refunding

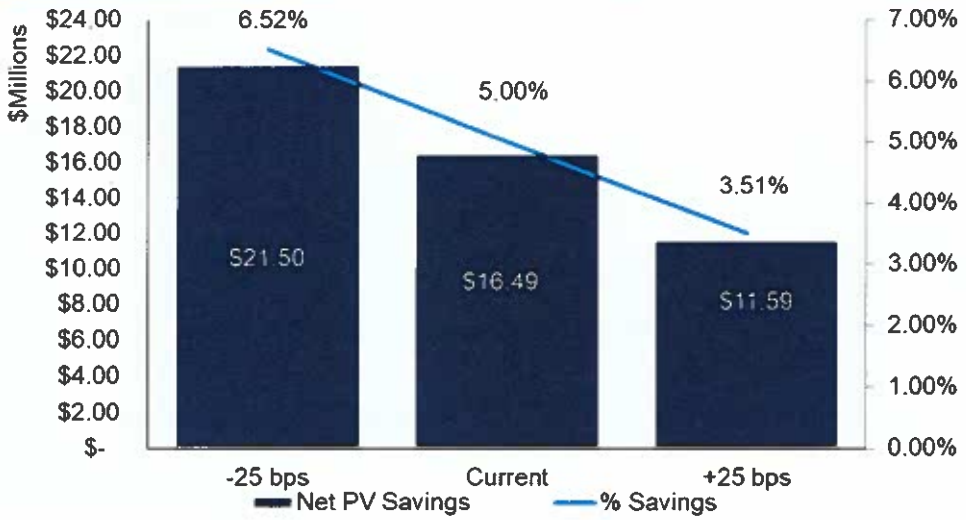
A forward refunding of the BPT Series 2015D bonds would produce $12.6 million (or 3.8% of refunded par) on a NPV basis

- **Background**
  - Guam's BPT bonds are payable from 3% of Guam's 5% business privilege tax on goods, services, and the sale of tangible property
  - The Series 2015D Bonds are callable on November 15, 2025
  - Moody's recently upgraded BPT bond rating to Baa3 from Ba1
- **Bond Structuring Assumptions**
  - Uniform saving structure
  - All callable bonds are refunded
  - Assumes triple tax-exempt scale, Baa3 (Moody's) and BB (S&P) ratings
- Assuming an August 2025 closing, a ***forward refunding*** with a 5-month forward premium at 5 bps per month could produce:
  - ***PV Savings of $12.6 million (3.8% of refunded par), or cash flow savings of $16.5 million***
- Assuming a ***current refunding*** at current interest rates:
  - ***PV Savings of $16.5 million (5.0% of refunded par) or cash flow savings of $21.3 million***

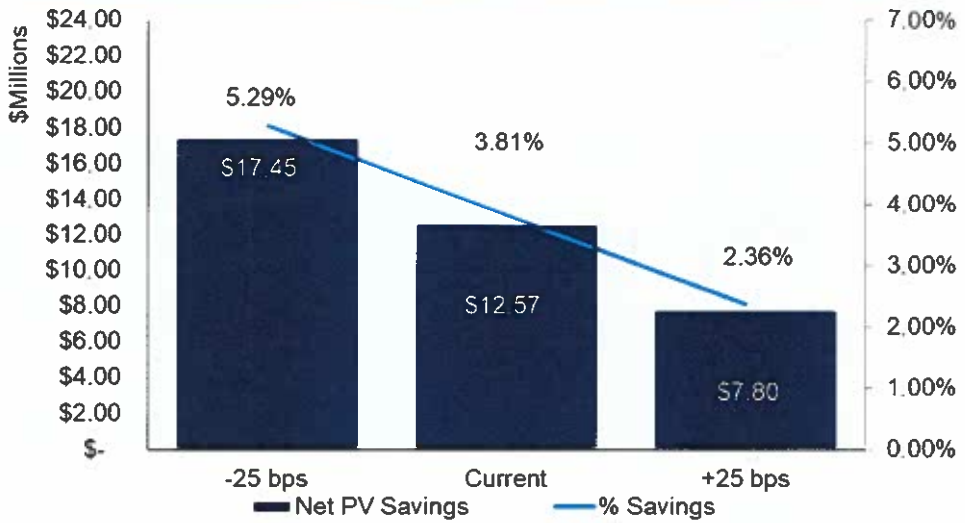
Illustrative Refunding Statistics

	Current Refunding	Forward Refunding	Difference (Fwd - Cur)
Refunded Bonds			
Call Date	11/15/2025	11/15/2025	-
Refunded Maturities	2025-2039	2025-2039	-
Refunded Par	$329,925,000	$329,925,000	-
Refunding Bonds			
Refunding Par	$316,345,000	$319,815,000	$3,470,000
Delivery Date	08/15/2025	08/15/2025	-
Forward Premium	-	***5 bps @ 5 months***	-
Arbitrage Yield	3.85%	4.09%	0.25%
All-in TIC	4.06%	4.24%	0.19%
Gross D/S Savings	**$21,315,813**	**$16,530,688**	**-$4,785,125**
Net PV Savings ($)	**$16,488,294**	**$12,566,089**	**-$3,922,205**
Net PV Savings (%)	**5.00%**	**3.81%**	**-1.19%**

Sensitivity Analysis: Series 2015D (Current Refunding)



Sensitivity Analysis: Series 2015D (Forward Refunding)



 Rates as of October 10, 2024.

Additional Financing: Guam Facilities Foundation, Inc. Project, Series 2014 Refunding

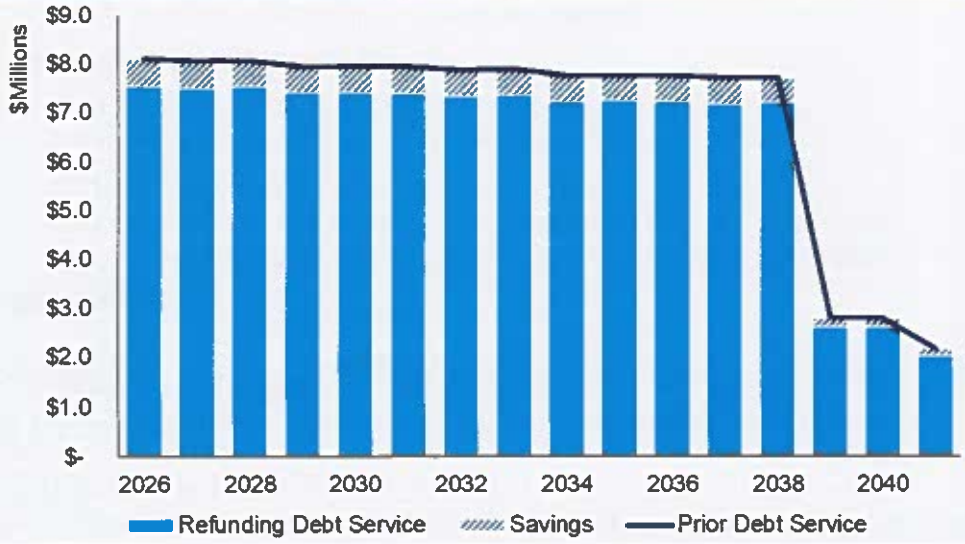
A February 2025 current refunding of the Series 2014 bonds would produce PV debt service savings of $4.2 million (5.45% of refunded par) at current market rates

- **Background**
  - Project proceeds go toward acquiring, designing, constructing, rehabilitating facilities to be exclusively leased by the Government of Guam for public education purposes. CoreTech is the developer of the project
  - The Government of Guam makes payments to pay principal and interest on the Bonds in addition to additional operating and maintenance expenses however the Bonds are not backed by the Government of Guam
  - The Project Site consists of an approximately 14,000 square foot gymnasium, 85,000 square foot office building and two 10,000 square foot warehouses in addition to the acquisition and rehabilitation of existing school facilities and office buildings
- **Bond Structuring Assumptions**
  - Uniform savings structure
  - All callable bonds refunded
  - Exemption from federal income tax and State of Arizona personal income tax (does not assume triple tax-exemption)
  - Ba1 (Moody's) and B+ (S&P) ratings

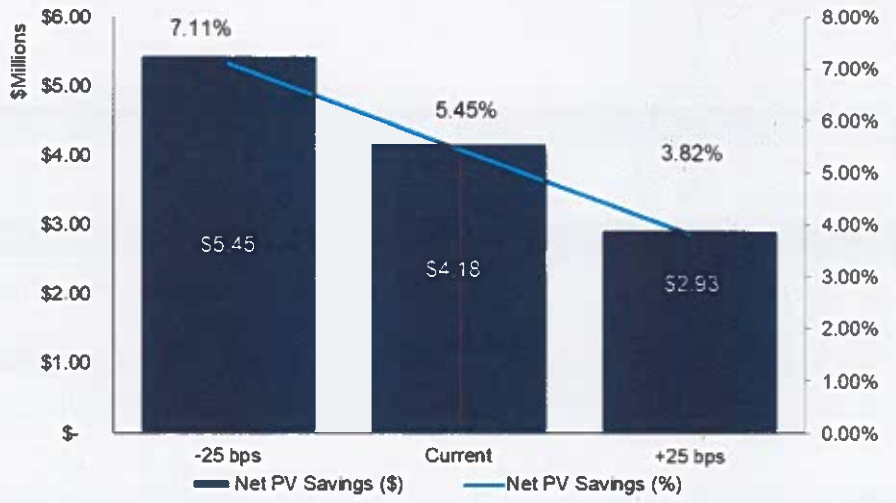
Illustrative Refunding Statistics

Refunded Bonds	
Call Date	02/01/2025
Refunded Maturities	2029-2041
Refunded Par	$76,705,000
Refunding Bonds	
Refunding Par	$74,015,000
Delivery Date	02/11/2025
Arbitrage Yield	4.26%
All-in TIC	4.45%
Gross D/S Savings	**$5,885,962**
Net PV Savings ($)	**$4,178,699**
Net PV Savings (%)	**5.45%**

Proposed New Money Debt Service (Bond Year)



Sensitivity Analysis



Rates as of October 10, 2024.

Additional Financing: Financing for Simon Sanchez High School Illustrative New Money

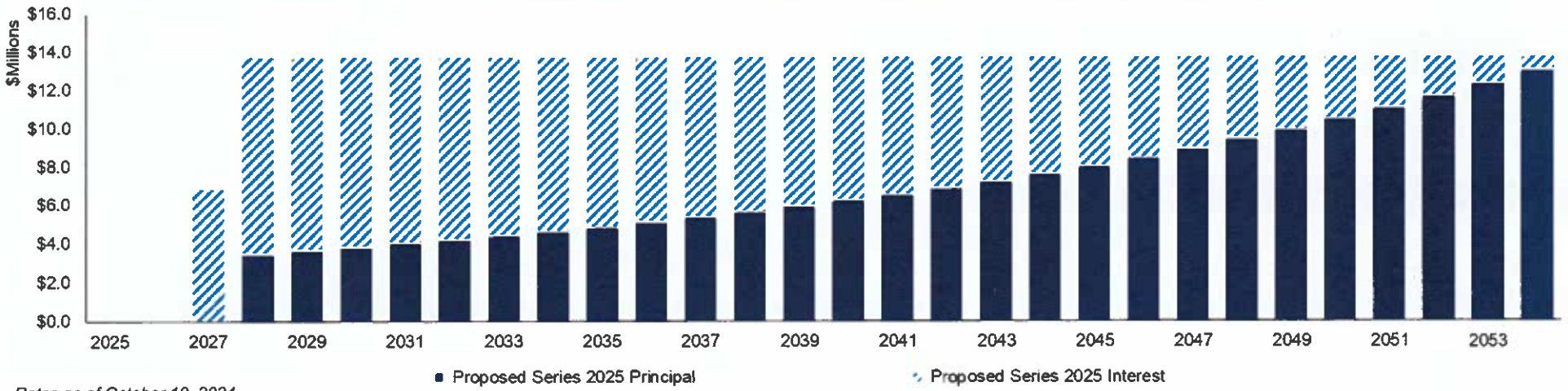
Bill 94-37, now Public Law 37-22, authorized the leasing of GDOE land to a Contractor and subsequently leasing it back upon the Contractor's completion of a new Simon Sanchez High School, with the financing of up to $166.365 million of project costs authorized

- **Background**
  - The government of Guam has relied on municipal leasing to fund major school renovation and construction projects, as evidenced by John F. Kennedy High School and Okkodo High School
  - Construction of a new Simon Sanchez High School was authorized in 2013, with GDOE taking lead on the project
- **Bond Structuring Assumptions**
  - Level debt service, with 30-year final maturity
  - $166.4 million project cost
  - DSRF funded with bond proceeds
  - 3 years of CAPI
  - Assumes triple tax-exempt scale, Ba1 (Moody's) and B+ (S&P) ratings

Illustrative Financing Statistics

Sources	
Par Amount	$192,685,000
Premium	$8,931,960
Uses	
Project Deposit	$166,365,000
DSRF Deposit	$13,704,088
Capitalized Interest	$19,812,956
COI/UD	$1,734,916
Bond Summary Statistics	
Dated Date	02/11/2025
Arbitrage Yield	4.71%
All-in TIC	5.06%
Average Coupon	5.39%
Average Life (yrs)	19.7 yrs
Max. Annual D/S	**$13,704,088**
Avg. Annual D/S	**$13,385,601**

Illustrative Debt Service Profile *(Shown on 9/30 FY Basis)*



Rates as of October 10, 2024.

Case Study | Sales Tax Securitization Corporation and the City of Chicago

RBCCM has worked with the City of Chicago on over $2.5 billion of senior managed transactions

Transaction Summary & Background

- Over the past two years, RBCCM has worked closely with the City of Chicago to develop and execute their 2023 Plan of Finance related to the General Obligation and Sales Tax Securitization Corporation (STSC) credits
- The primary financing goals for the City include:
  - Achieving present value savings – the tender achieved almost $70 million in present value savings
  - Reshaping its debt service profile
  - Converting noncallable bonds to callable bonds – the result was an additional $40.5 million in callable bonds
  - Reducing the City's exposure to any potential reduction in Build America Bond subsidies
- In early January 2023, the Sales Tax Securitization Corporation, on behalf of the City of Chicago, executed a complex cash tender offer with a new money Series 2023 issuance to fund the buyback
  - The tender included a mix of both taxable and tax-exempt securities
  - It also included a mix of callable bonds, noncallable bonds, capital appreciation bonds as well as a forward delivery
- For the three components of the transaction, RBCCM extensively worked with the City to educate investors and developed a rating strategy to assuage investor concerns regarding the City of Chicago GO credit (Baa3, BBB, BBB+, A by Moody's, S&P, Fitch and Kroll) while affirming the unique strengths of the separate STSC credit (AA-, AA, AAA by S&P, Fitch and Kroll)
  - RBCCM also coordinated one-on-one investor calls for the City with the top holders of ESG bonds in the market to understand the ESG component of the January sale and the Chicago Works program
- **Following RBC's successful 2023 transaction, we are appointed as Book running Senior Manager for a $1.0 billion transaction tentatively pricing December 2024**

Current Snapshot of GovGuam Credits

Credit Overview for Selected Government of Guam Bonds

	General Obligation	Lease/Certificates of Participation	Hotel Occupancy Tax	Business Privilege Tax	Port of Guam
Current Ratings (Moody's/S&P)	Baa3 / BB-	Ba1 / B+	Baa3 / NR	Baa3 / BB	Baa2 / A
Security / Source of Payment	Pledge of full faith and credit of the Government	Amounts appropriated by the Guam Legislature for the purpose of making payments under the lease	Pledge of Hotel Occupancy Tax Revenues	Pledge of 3% of the 5% business privilege tax levied by the Government on certain goods and services on Guam	Pledge of revenues from the ownership and operation of the Port, but excluding Crane Surcharges, Facility Maintenance Fees, and Public Marina Revenues
Bond Par Outstanding	$19,760,000	$166,513,000	$58,865,000	$625,200,000	$60,035,000
Contraints	Subject to 10% of AV Debt Limit Ceiling	Maximum annual appropriation of $35mm for the Healthcare Center	Subject to 10% of AV Debt Limit Ceiling; 1.8x MADS ABT	Subject to 10% of AV Debt Limit Ceiling; 3.0x MADS ABT	1.25x ABT
Anticipated Future Debt Issuance	None	$600 million Healthcare Center; $166.4mm Simon Sanchez HS; Dept of Corrections new money, Guam Facilities Foundation refunding	Potential new money financing	~$300mm refunding expected in 2025	Potential new money financing
Debt Service Coverage	N/A	N/A	4.4x (MADS)	3.5x (MADS)	2.3x
Strengths	Military buildup; strong liquidity and revenue performance; substantial federal gov't support	Asset essentiality (varies depending on project); lack of abatement risk	Statutory lien; strong debt service coverage	Statutory lien; solid revenue performance; 3.0x MADS ABT	Monopolistic position; essentiality to economy; low leverage, healthy liquidity
Considerations	Econ. concentration; very high liabilities/fixed costs; low resident income; environmental exposure	Subject to appropriation; construction risk for new money financings	Tourism sector slow to recover post-pandemic; greater revenue volatility for hotel taxes	High taxpayer concentration	Small scale; high customer concentration; environmental exposure; high pension liability

Credit Strategy Considerations

Moody's January 2024 upgrade of Guam's General Obligation (GO), Hotel Occupancy Tax (HOT), and Business Privilege Tax (BPT) bonds' ratings to Baa3 is a very significant achievement. The Moody's rating distinguishes Guam from the other territorial borrowers, recognizing the stability of Guam's key economic sectors and a history of fiscal responsibility.

- **Guam GO bonds are the highest rated among US Territorial Credits**

	Moody's	S&P Global Ratings	FitchRatings
Guam GO	**Baa3**	**BB-**	-
Puerto Rico	Ca	D (withdrawn)	D
US Virgin Islands	Caa3	CCC (withdrawn)	-
American Samoa	Ba3	-	-
Northern Mariana Islands	Ba3	-	-

- **Guam's Other Tax-supported Debt Ratings**
  - **Moody's** GO assessment supported their assignment of equivalent **Baa3** ratings to the HOT and BPT bonds
    - The HOT and BPT ratings were affirmed in July 2024 after Moody's revised methodology for rating US States and Territories went into effect, expanding the methodology to include special tax credits
    - Notching is now applied from the State/Territory's rating and upward notching is typically limited to one notch
  - **S&P** caps the HOT and BPT ratings at BB, applying their priority lien notching policy – "The priority-lien rating on these bonds is constrained to one notch above the (state's) creditworthiness."
  - **Fitch** undertakes a standalone analysis and then consider exposure to the operating risk of the related government as expressed in its Issuer Default Rating (IDR). Notching above the IDR is based on analysis of the remoteness of bankruptcy. The congressional creation of PROMESA for Puerto Rico is a potential limiting factor for tax-backed territorial debt.

- **Guam's proposed tax supported bond sales should benefit from utilizing a single Moody's rating**
  - Buyers will be aware of the rating split (**Baa3** vs S&P's most recent **BB-** GO, **BB** BPT), but some will prefer buying paper that carries only the investment grade rating.
  - A single rated issuance should be accompanied by significant investor outreach to support buyside analysts' own evaluation of Guam's credit

RBCCM Senior Managed Governmental Experience

General Obligation Transactions

$1,087,800,000
State of Illinois
General Obligation Refunding Bonds
Senior Manager
September 2024

$1,100,000,000
Los Angeles Unified School District
General Obligation Bonds
Senior Manager
September 2024

$352,750,000
State of Minnesota
Highway General Obligation Bonds
Senior Manager
August 2024

$2,974,945,000
Los Angeles Unified School District
General Obligation Bonds
Joint Senior Manager
April 2024

$173,970,000
State of Ohio
General Obligation Bonds
Joint Senior Manager
March 2024

$342,655,000
School District of Philadelphia
General Obligation Bonds
Senior Manager
November 2023

$2,581,595,000
State of California
General Obligation Bonds
Joint Senior Manager
September 2023

$950,000,000
City of New York
General Obligation Bonds
Senior Manager
March 2023

COPs and Lease Revenue Transactions

$214,585,000
City and County of San Francisco
Refunding Certificates of Participation
Senior Manager
May 2024

$90,285,000
The Educational Building Authority of the City of Homewood
Lease Revenue Bonds
Senior Manager
May 2024

$169,520,000
Oklahoma Capitol Improvement Authority
State Facilities Lease Revenue Bonds
Senior Manager
April 2024

$176,450,000
Municipal Improvement Corp. of Los Angeles
Lease Revenue Bonds
Senior Manager
November 2023

$384,260,000
Los Angeles Unified School District
Certificates of Participation
Joint Senior Manager
August 2023

$77,905,000
Finance Authority of Long Beach
Lease Revenue Bonds
Senior Manager
May 2023

$462,230,000
California State Public Works Board
Lease Revenue and Refunding Bonds
Joint Senior Manager
April 2023

$114,990,000
Public Facilities Financing Authority of the City of San Diego
Lease Revenue Bonds
Senior Manager
March 2023

Special Tax Transactions

$360,985,000
VIA Metropolitan Transit Advanced Transportation District
Sales Tax Revenue Bonds
Senior Manager
August 2024

$233,495,000
Casino Reinvestment Development Authority
Luxury Tax Revenue Bonds
Senior Manager
August 2024

$1,500,000,000
New York City Transitional Finance Authority
Future Tax Secured Revenue Bonds
Senior Manager
May 2024

$2,875,835,000
Dormitory Authority of the State of New York
Personal Income Tax Revenue Bonds
Senior Manager
March 2024

$44,210,000
Denver Regional Transportation District
Certificates of Participation
Senior Manager
November 2023

$1,224,005,000
State of Connecticut
Special Tax Obligation Bonds
Senior Manager
October 2023

$150,000,000
Las Vegas Convention and Visitors Authority
Hotel Room Tax Revenue Bonds
Sole Senior Manager
August 2023

$959,541,000
Sales Tax Securitization Corporation on behalf of the City of Chicago
Sales Tax Securitization Bonds
Senior Manager
January 2023

RBCCM Senior Managed Special Purpose Experience

Higher Education Transactions

$1,683,190,000
Regents of the University of California
General Revenue Bonds
Joint Senior Manager
July 2024

$1,231,025,000
The University of Chicago
Revenue Bonds
Senior Manager
May 2024

$190,515,000
Dartmouth University
State Facilities Lease Revenue Bonds
Remarketing Agent
July 2024

$319,665,000
Vanderbilt University
Revenue and Improvement Bonds
Senior Manager
July 2024

$250,000,000
Northeastern University
University Merger
M&A Advisor
June 2024

$250,000,000
New York University
Commercial Paper
Commercia Paper Dealer
May 2024

$360,985,000
University of Cincinnati
General Receipt Bonds
Senior Manager
May 2024

$280,250,000
Samford University
Lease Revenue Bonds
Senior Manager
May 2024

Healthcare Transactions

$400,000,000*
Vanderbilt University Medical Center
Revenue Bonds
Senior Manager
*October 2024**

$262,300,000
University of Colorado Health
Revenue Bonds
Joint Senior Manager
August 2024

$376,815,000
UW Health
Revenue Bonds
Joint Senior Manager
July 2024

$417,850,000
Roseville Sustainable Energy Partners (EaaS Financing)
Revenue Bonds
Sole Manager
July 2024

$772,535,000
Intermountain Health
Revenue Bonds
Senior Manager
June 2024

$1,029,530,000
Adventist Health
Revenue Bonds
Senior Manager
May 2024

$1,909,790,000
Novant Health
Revenue Bonds
Senior Manager
April 2024

$428,775,000
Honor Health
Revenue Bonds
Senior Manager
May 2024

Transportation Transactions

$750,000,000*
City of San Antonio
Airport Revenue Bonds
Joint Senior Manager
*Pending 2025**

$900,000,000*
Department of Airports of the City of Los Angeles, California
Airport Revenue Bonds
Co-Senior Manager
*February 2025**

$895,325,000*
Columbus Regional Airport Authority
Airport Revenue Bonds
Senior Manager
*January 2025**

$150,920,000
Clark County, Nevada
Airport System Revenue Notes
Senior Manager
April 2024

$216,232,755
Alameda Corridor Transportation Authority
Revenue Refunding Bonds
Co-Senior Manager and Joint Dealer Manager
January 2024

$241,270,000
Dallas/Fort Worth International Airport
Joint Revenue Refunding Bonds
Co-Senior Manager
August 2023

$3,444,000,000
JFK Terminal 6-7 Redevelopment Project
Coordinating Lead Arranger, Sole Purchaser, and Interest Rate Swap Counterparty
November 2022

$730,938,258
Alameda Corridor Transportation Authority
Senior Lien Revenue and Revenue Refunding Bonds
Co-Senior Manager
June 2022

**Preliminary*

Track Record of Aggressive Pricing: Case Study | State Public Works Board of the State of California

RBCCM served as Book-Running Joint Senior Manager

$462,230,000

State Public Works Board of the State of California

Lease Revenue Bonds, 2023 Series A
Lease Revenue Refunding Bonds, 2023 Series B
(Various Capital Projects)

RBC Capital Markets

Book-Running Joint Senior Manager
April 2023

Offering Terms

Issuer:	State Public Works Board of the State of California
Security:	Base Rentals paid under the terms of each Facility Lease
Rating (M/S/F):	Aa3 (Stable) / A+ (Positive) / AA- (Stable)
Pricing Date:	April 12, 2023
Closing Date:	April 20, 2023
Maturity Date:	December 1, 2047
Call Date:	December 1, 2032 @ Par
All-In TIC:	2.79%
PV Savings:	$67.5 Million / 13.6%

Transaction Summary

- On April 12, 2023, RBC Capital Markets ("RBCCM") served as book-running joint senior manager on the tax-exempt $462.230 million State Public Works Board of the State of California Lease Revenue Bonds, Series 2023A (the "Bonds") with underlying ratings of "Aa3" (Stable) from Moody's, "A+" (Positive) from S&P, and "AA-" (Stable) from Fitch
- The desk worked with the State and KNN to develop a pricing timing strategy that took into consideration the State's $2.6 billion General Obligation Bond sale and Good Friday the week prior to pricing, as well as the monthly CPI release the actual week of pricing
- The order flow during the retail order period was muted due to several market and technical factors; thus, the decision was made not to accelerate institutional pricing but instead to allow the book to continue to build with the goal of putting the State in a stronger position heading into the institutional order period
- Ultimately, the transaction garnered $391.2 million of orders during the retail order period and an additional $959.4 million of orders during the institutional order period from over 50 different institutional investors
- ***The transaction achieved spreads that were on average just 6 bps higher than the higher rated GO transaction which had priced the week before, and were actually lower in some maturities***

	SPWB	CA GO	SPWB EOD
Maturity	EOD Spread	EOD Spread	vs CA GO EOD
12/01/2024	12	4	8
12/01/2025	17	6	11
12/01/2026	17	7	10
12/01/2027	16	9	7
12/01/2028	15	9	6
12/01/2029	19	13	6
12/01/2030	21	15	6
12/01/2031	21	16	5
12/01/2032	21	16	5
12/01/2033	21	16	5
12/01/2034	21	21	0
12/01/2035	21	22	-1
12/01/2036	21	22	-1
12/01/2039	33	22	11
12/01/2042	42	35	7

RBCCM is a Leading Underwriter with the Ability and Willingness to Commit Capital

Since January 2023, RBC has committed over $1.4 billion in support of municipal transactions, helping our clients maintain spread and pricing integrity

As of July 31, 2024, RBCCM's maximum legal municipal underwriting capacity is over **$20.7 billion** (based on regulations requiring excess net capital of at least 7% of such amount)

- RBCCM's availability of capital is due to strong financial position and low cost of funding
- Notable underwriting capital commitments are listed below

Pricing Date	Issue Description	Tax Status	State	Par Amount ($000)	RBC Capital Commitment ($000)	RBC Capital Commitment (%)
05/10/2023	DASNY Schools 2023ABCD (Ser D settles 7/7/2023)	TE	NY	1,075,205	430,250	40.00%
10/19/2023	State of Connecticut, Special Tax Obligation 2023 A & B	TE	CT	1,224,005	193,915	15.80%
03/13/2024	Clark County, Nevada Airport System	TE	NV	150,920	96,175	63.70%
08/01/2023	Northwest ISD UTGO 2-23	TE	TX	377,455	51,225	13.60%
09/07/2023	Washington HFC 2023 2A (AMT) & 2N Social Bonds)	TE	WA	86,225	51,000	59.10%
02/07/2023	Minnesota HFA 2023A (AMT) & 2023 B (Social Bonds)	TE	MN	66,990	38,300	57.20%
09/05/2024	Adams and Weld Counties and City and County of Broomfield School Dist 27J	TE	CO	153,375	35,100	22.90%
04/25/2023	Illinois Fina Auth Lse Rev (Provident Group/UIUC) 2023 ABC	TE	IL	87,215	27,743	31.80%
05/24/2023	University System of New Hampshire 2023	TE	NH	115,430	25,200	21.80%
10/19/2023	School District of Philadelphia GO Series A & Series B (Green Bonds)	TE	PA	342,655	21,000	6.10%
02/15/2023	Lower Colorado River Authority	TE	TX	365,045	20,550	5.60%
02/08/2023	Florida HFC 2023-1	TE	FL	130,000	18,920	14.60%
02/22/2023	Rhode Island Hsg & Mtg Fin Corp 79-A (Social Bonds)	TE	RI	75,330	10,575	14.00%
04/12/2023	South San Francisco USD Election of 2022, Series 2023	TE	CA	150,000	8,560	5.70%

Source: RBC Internal Database; Reflects capital commitment at time of verbal award

Case Studies: Clark County, Nevada (Las Vegas Harry Reid International Airport) & Dorm Authority of the State of New York (DASNY)

- **On March 13, 2024, RBCCM served as Senior/Co-Senior Manager on Clark County, Nevada's $470.295mm Airport System Subordinate Lien Refunding Revenue Bonds, Series 2024A (Non-AMT) and Airport System Junior Subordinate Lien Revenue Notes, Series 2024B (Non-AMT) for Las Vegas Harry Reid International Airport ("LAS").**
- After a challenging order period marred by a selloff in U.S. Treasuries and competition from the largest issuance calendar of the year to date, RBCCM ultimately committed $96 million in capital to underwrite unsold balances with a 7 basis point spread adjustment

- **On May 11, 2023, RBCCM served as Senior Manager on The Dorm Authority of the State of New York's $1.07B School Districts Revenue Bond Financing Program's Series 2023A Bonds, Series 2023B Bonds, Series 2023C Bonds, and Series 2023D Bonds.**
- After a challenging order period, RBCCM stepped up and used its balance sheet to underwrite the remaining balance to support the transaction, committing to underwrite over $430 million at the time of verbal award. After a re-pricing, RBCCM ultimately took down $243 million in bonds

Relevance to Guam: Strong willingness to commit capital during challenging market conditions, ultimately underwriting unsold bonds

Communicating Credit Considerations to Internal Sales Force and RBCCM's Broad Distribution Capabilities

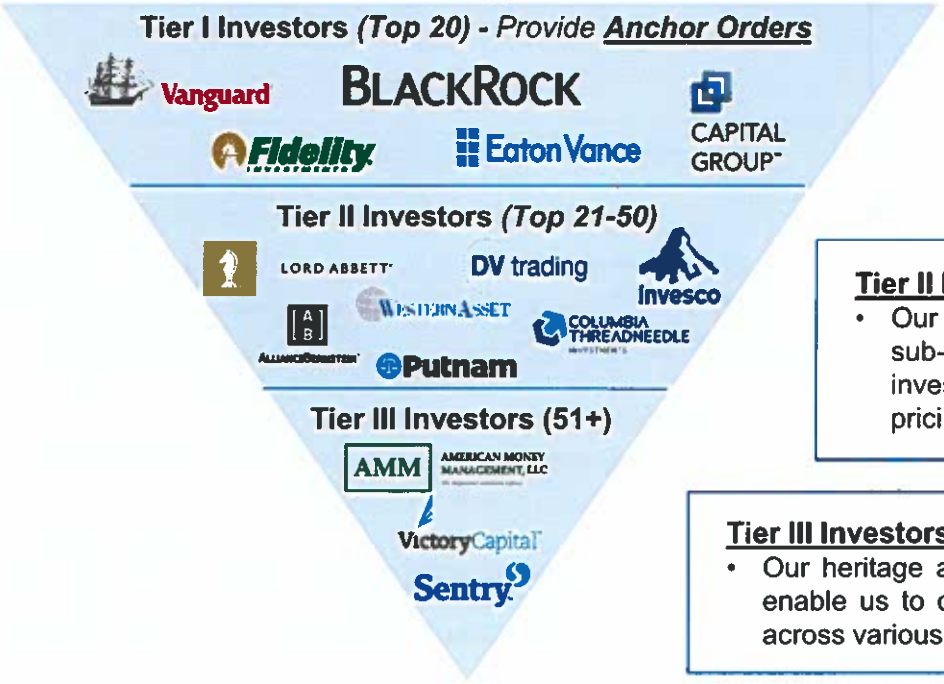
Municipal Sales, Trading and Underwriting

- RBCCM has a large institutional distribution platform which provides complete coverage of large "Tier I" national institutional investors, as well as mid-sized money managers, investment advisors, corporations, insurance companies and other "regional" institutions (Tiers II and III)
- Our extensive institutional distribution platform includes municipal sales and trading in the firm's New York headquarters and hubs in Boston, Chicago, Minneapolis, Houston, Dallas, and San Francisco:
- 56 fixed income institutional salespeople covering Tier I, II, and III tax-exempt and taxable investors
- 55 municipal traders & underwriters, providing an unmatched depth of market intelligence & secondary trading support
- 4 professionals who specialize solely in the distribution of short-term bonds (i.e., BANs and variable or adjustable rate)

RBCCM's New York Sales & Trading Floor

RBC's Tier I, II, and III Institutional Investor Coverage Network

Over 800 institutional investors actively covered by our team of 19 dedicated municipal salespeople



Tier I Investors

- RBC provides complete coverage of Tier I national accounts which include bond funds, pension funds, arbitrage accounts, hedge funds, insurance companies, corporations, investment advisors and high net worth individuals

Tier II Investors

- Our strong relationships with middle market investors and mid-sized municipal sub-funds within larger fund complexes allow RBC to supplement and diversify the investor base, leaving less pricing power in the hands of large accounts during pricing

Tier III Investors

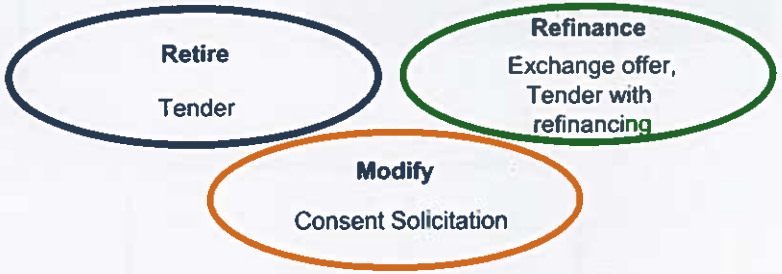
- Our heritage as a regionally based broker-dealer and our deep bench of 10 salespeople enable us to cover a wide range of boutique funds to help drive incremental competition across various structures within a client's order book

Tender Offers: Overview

RBC has an industry leading team dedicated to the execution of: Tenders, Exchanges and Consent Solicitations

Liability Management Team Overview

- The Liability Management is an internal private side team that sits in New York to assist banking teams and clients in executing liability management transactions globally: tenders, exchanges and consent solicitations
- Markets Covered: municipal, corporate (investment grade and high yield), convertible, preferred, sovereign, asset-backed, private placement, distressed, etc.
- Currencies covered: USD, CAD, EUR, GBP, AUD, etc.



RBC-led Public Finance Liability Management Transactions

US$197,915,000 Tender Offer *Sole Dealer Manager* *July 2024*	US$401,560,000 Tender Offer *Sole Dealer Manager* *May 2024*	US$300,000,000 Tender Offer *Sole Dealer Manager* *April 2024*	US$84,650,000 Tender Offer *Sole Dealer Manager* *April 2024*	US$9,160,000 Tender Offer *Joint Dealer Manager* *March 2024*	US$384,290,000 Tender Offer *Sole Dealer Manager* *February 2024*	US$435,690,000 Tender Offer *Sole Dealer Manager* *January 2024*	US$770,630,00 Tender Offer *Sole Dealer Manager* *January 2024*	US$1,252,230,000 Tender Offer *Joint Dealer Manager* *January 2024*
US$205,725,000 Tender Offer *Sole Dealer Manager* *November 2023*	US$656,760,000 Consent Solicitation *Sole Solicitation Agent* *September 2023*	US$600,000,000 Tender Offer *Joint Dealer Manager* *August 2023*	US$429,500,000 Tender Offer *Sole Dealer Manager* *August 2023*	US$478,000,000 Tender Offer *Sole Dealer Manager* *May 2023*	US$2,949,012,000 Tender Offer *Joint Dealer Manager* *January 2023*	US$1,825.500,000 Consent Solicitation	US$20,830,000 Consent Solicitation *Sole Solicitation Agent* *December 2021*	US$896,620,136 Consent Solicitation

GUAM WATERWORKS AUTHORITY

In GWA's 2024 transaction, RBCCM's Liability Management Team targeted $384.3 million of bonds in the tender portion of the transaction, of which $135.5 million (35.3%) were tendered by bondholders ($132.5 million was ultimately accepted), achieving higher Net PV Savings

RBCCM's Municipal Debt Capital Markets Group (DCM)

Dedicated Investor Marketing and Municipal Data Analytics Team

Enhanced Municipal Data Analytics to Achieve Best Execution for Our Issuer Clients

Ryan Melvin
Director & Head of DCM

- 19 years of municipal finance experience
- Technology and municipal data analytics specialist

Ben Mores
Analyst

- 1 year of municipal finance experience
- Investor relations and data analytics support

Investor Breakdown Across the Muni Market

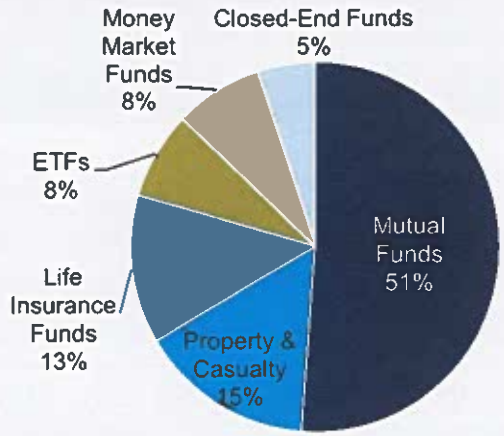
Investor participation in the Muni Market is changing

- The Municipal Bond Market is constantly evolving with investor participation changing by the day
- Today, publicly reporting investors hold approximately 37% of all outstanding municipal bonds[1]
- The remaining 63% of holdings are in the hand of investors who are not required to report
- Understanding the investor landscape is crucial to efficiently and effectively market a primary issuance

Reporting Investors	Non-Reporting Investors
Mutual Funds	Separately Managed Accounts (SMAs)
Insurance Funds	Hedge Funds
ETFs	Bank Portfolios
Closed-End Funds	Arbitrage / Relative Value
-	Retail
37%	**63%**

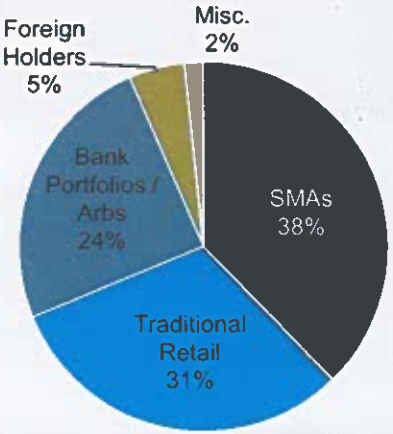
Publicly Reporting Holders

- Typical reporting accounts that participate in the municipal market include **Mutual Funds, Insurance Funds**, and **Exchange-Traded Funds**, amongst others.
- Historically the municipal market has been dominated by large mutual and closed end funds. Some of the largest mutual funds in the Muni space include Vanguard, BlackRock, Wells Capital, and Franklin Templeton.
- Large Insurance Funds have also historically played a large role in the market as Munis offer an attractive hedge to life insurance annuities. New York Life (MacKay Shields), AllianceBernstein, and Travelers Indemnity are among the largest insurance funds.
- Although reporting investors used to account for a majority of the municipal investor base, their participation levels have slowly declined in recent years.

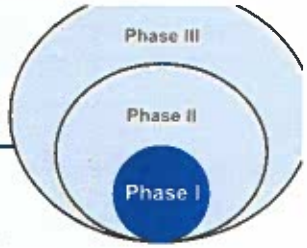


The Non-Reporting Investor Base

- Various inventor types including relative value / arbitrage accounts, bank portfolios, private equity accounts, traditional hedge funds, and Separately Managed Accounts (SMAs) are not required to report their holdings.
- Most recently, SMAs have become a dominant player in the municipal market as traditional retail investors have found a new home for their capital. This trend has expanded the non-reporting investor base and created new challenges when identifying bondholders of individual credits.
- Separately Managed Accounts (SMAs) are professionally managed investment accounts that allow individuals to own securities in whole. SMAs are flexible investment vehicles managed by professional investment advisors (often at large institutions) but owned by individuals. Advancements in technology, fee reductions, lower account minimums, increased transparency, and more attractive yields have fueled the growth of SMAs.



Sources: Bloomberg, Ipreo, RBC Internal Data



Phase I(A): Top Holders and Relevant Market Sectors

Top investors in relevant categories – Nat'l Special Tax, All Guam Issuers, and Guam Hotel Occupancy Tax (HOT) debt

- Phase I of our analysis identifies publicly reporting holders of relevant market sectors, regions, and issuer debt
- To understand possible investor interest for a GovGuam issuance, we have referenced the Guam HOT credit as a proxy for demand
- Data driven targeting enables the salesforce to focus on investors that *will most likely have strong interest* in GovGuam's credit based on their holdings profile

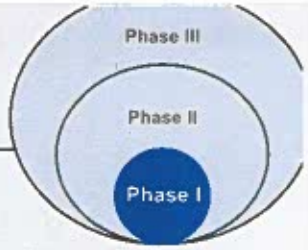
Rank	Nat'l Special Tax (A- rated and below) Ex. Guam Hotel Occupancy Tax and Peers[1]	All Guam Issuers Ex. Special Tax Bonds	Guam Hotel Occupancy Tax Bonds
1	Vanguard ($19,703)	Vanguard ($344)	Vanguard ($13)
2	TIAA / Nuveen ($13,362)	TIAA / Nuveen ($217)	Capital Research ($11)
3	Franklin ($9,862)	AllianceBernstein ($189)	AllianceBernstein ($6)
4	Invesco ($9,056)	Capital Research ($121)	Franklin ($5)
5	Capital Research ($8,260)	Goldman Sachs ($116)	Invesco ($4)
6	Fidelity ($7,347)	MacKay Shields ($110)	Olive Street ($4)
7	BlackRock ($6,931)	Franklin ($107)	Victory Capital / USAA ($3)
8	AllianceBernstein ($6,742)	MFS ($47)	Goldman Sachs ($2)
9	Goldman Sachs ($5,849)	Invesco ($42)	MFS ($2)
10	MacKay Shields ($4,691)	Betashares (Russell Inv) ($41)	Wells Capital ($1)
11	Lord Abbett & Co. ($4,585)	Olive Street ($40)	Betashares (Russell Inv) ($1)
12	MFS ($3,939)	Van Eck ($29)	BlackRock ($1)
13	T. Rowe Price ($3,566)	Wells Capital ($29)	State Street (<$1M)
14	Olive Street ($2,470)	Victory Capital / USAA ($29)	T. Rowe Price (<$1M)
15	PIMCO ($2,323)	Macquarie ($27)	-
16	J.P. Morgan ($2,232)	BNY Mellon ($24)	-
17	BNY Mellon ($2,069)	State Street ($21)	-
18	Eaton Vance ($2,020)	J.P. Morgan ($18)	-
19	American Century ($1,940)	Fidelity ($16)	-
20	Victory Capital / USAA ($1,822)	Indexiq ($15)	-

*Note: **87%** of Guam HOT holdings are publicly reported*

(1) Peers include credit from Guam Business Privilege Tax, Houston Sports Facilities (Sub lien), and Washington State Convention Center (Sub Lien)

Primary Target	*Top 20 Holder of All Three*
Secondary Target	*Top 20 Holder of Two Including Guam HOT*
Secondary Target	*Top 20 Holder of Two of the Three but Not Guam HOT *Key Expansion Targets**

Sources: Bloomberg, Ibreo, RBC Internal Data



Phase I(B): Assessing 'Underweight' Status of Largest Likely Buyers

Analyzing the concentration of buyers gives insight into which top investors are most likely to increase positions

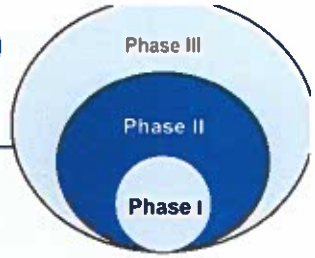
- Phase I(B) comprises direct comparable issuer credits as well as relevant market segments from Phase I(A) to assess the average weightings of reported holdings of top investors across each category and compares that to holdings in Guam HOT debt
- Investors such as **Betahares, BlackRock,** and **State Street** are meaningfully underweight in their holdings of Guam HOT when compared to national special tax bonds, all Guam issuers, and the peers
- Although investors such as Vanguard, Capital Research, and Franklin appear overweight and could be approaching capacity limits, they likely find more value in the Guam HOT credit than the comparable credits

Holder	Special Tax (A-rated and below) Ex. Guam HOT and Peers	All Guam Issuers Ex. Special Tax Bonds	Guam Business Privilege Tax	Houston Sports Facilities	Washington Convention Center	Average of Group	Guam HOT	Guam HOT Deviation from Average
Betashares (Russell Inv)	1.1%	2.3%	3.4%	6.9%	0.5%	2.8%	1.6%	-1.2%
BlackRock	4.7%	0.5%	0.5%	1.7%	Not a Holder	1.8%	1.0%	-0.8%
State Street	0.7%	1.2%	1.5%	Not a Holder	1.9%	1.3%	0.6%	-0.8%
Goldman Sachs	3.9%	6.3%	3.1%	2.1%	5.1%	4.1%	4.3%	0.2%
MFS	2.6%	2.6%	2.0%	1.9%	Not a Holder	2.3%	3.8%	1.5%
Invesco	6.1%	2.3%	3.0%	2.8%	0.6%	3.0%	7.8%	4.8%
Olive Street	1.7%	2.2%	3.4%	Not a Holder	1.1%	2.1%	7.0%	4.9%
Franklin	6.6%	5.9%	3.3%	Not a Holder	3.5%	4.8%	9.7%	4.9%
Capital Research	5.6%	6.6%	13.5%	Not a Holder	36.8%	15.6%	20.8%	5.2%
Vanguard	13.2%	18.8%	17.3%	22.1%	12.2%	16.7%	24.6%	7.9%
Total	**46.3%**	**48.5%**	**51.0%**	**37.6%**	**61.7%**	**54.6%**	**81.2%**	

Underweight → "Underweight" investors potentially have capacity for allotments in future GuamGov Issuances

Overweight → "Overweight" investors have strong representation in GuamGov credit, but may be running into internal capacity limits

Sources: Bloomberg, Ipreo, RBC Internal Data



Phase II: Expansion Targets for Increased Dispersion and Liquidity

RBC's goal is to convert prospective buyers to holders and further diversify the Guam Debt investor base

- Looking beyond the Guam HOT top 20 holders, we have identified investors who participate heavily in national special tax bonds and the peer issuers but with no current holdings in Guam HOT bonds as expansion targets. Investors that fit the profile include **TIAA / Nuveen, Fidelity, MacKay Shields,** and **BNY Mellon,** amongst others.
- The goal here would be to expand the investor base due to the holdings profile of *relevant* investors – this leads to best execution in the primary market as wells as enhanced liquidity in the secondary market

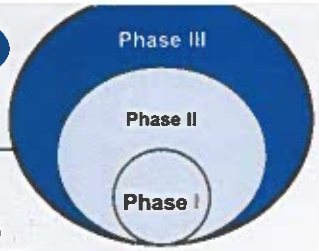
Top 20 Holders of Peer Group and Comparable Market Sectors but Outside of Top 20 Holder of Guam HOT Debt

Holder Name	Holder Type	Amnt Held in Special Tax (A- rated and below) Ex. Guam HOT & Peers[1] ($000's)	Number of Peer Overlaps	Peer Group Overlap (Top 20 Holder)	Guam HOT Investor Rank	Amnt Held in Guam HOT (000's)	RBC Sales Coverage
TIAA / Nuveen	Mutual Fund / SMA / Ins	13,362,351	5	Nat'l Special Tax / All Guam / Guam BPT / Houston / WA Conv.	Not a Holder	-	Steve Aprilano
Fidelity	Mutual Fund / SMA	7,346,699	4	Nat'l Special Tax / All Guam / Guam BPT / WA Conv.	Not a Holder	-	Bill McHugh
MacKay Shields	Insurance	4,690,762	4	Nat'l Special Tax / All Guam / Guam BPT / WA Conv.	Not a Holder	-	Daniel Driggs
BNY Mellon	Mutual Fund / SMA	2,068,645	4	Nat'l Special Tax / All Guam / Guam BPT / WA Conv.	Not a Holder	-	Drew Skelton
J.P. Morgan	Mutual Fund / SMA	2,231,976	3	Nat'l Special Tax / All Guam / WA Conv.	Not a Holder	-	Ken McAloon
Van Eck	ETF	1,780,914	3	All Guam / Guam BPT / WA Conv.	Not a Holder	-	Drew Skelton
Lord Abbett & Co.	Mutual Fund / SMA	4,585,362	2	Nat'l Special Tax / WA Conv.	Not a Holder	-	Steve Aprilano
PIMCO	Mutual Fund / SMA	2,322,816	2	Nat'l Special Tax / WA Conv.	Not a Holder	-	Steve Aprilano
American Century	Mutual Fund	1,939,641	2	Nat'l Special Tax / Houston	Not a Holder	-	Tony Loreti

Note: Investor targets sorted by most appearances in top 20 rankings of each category

(1) Peers include credit from Guam Business Privilege Tax, Houston Sports Facilities (Sub lien), and Washington State Convention Center (Sub Lien)

Sources: Bloomberg, Inmo, RBC Internal Trade Data



Phase III(A): Internal Trading Relationships to Round Out the Order Book

RBC's trading relationships with investors, captured in our extensive data base, identifies additional relevant targets

- With over $75B in secondary trading volume annually (5-7% of the total market), RBC has a large internal data base to help uncover, amongst others, non-publicly reporting accounts such as SMA's, bank portfolios, and arbitrage / relative value accounts which make up a large portion of the market. Of all RBC's secondary trading volume, General Government debt makes up 29% of the annual volume.
- Given nearly **13%** of holdings in Guam HOT bonds are unreported, we have analyzed RBC's vast amount of internal trading data to identify additional pockets of demand including investors who are not required to report holdings
- Phase III(A) of our analysis has identified **Stifel, Manulife**, and **Putnam,** amongst others, as large publicly reporting investors that have traded the most special tax bonds with RBC, but more importantly this analysis reveals, **Hilltop, Piper Sandler Arb, Raymond James,** and **Spring Lake,** amongst others as key non-reporting targets

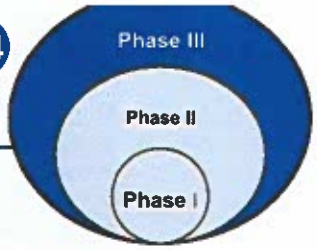
Additional Targets Identified Through RBC Trading Analysis

Account Name	RBC Secondary Total Special Tax Trades	Account Type	RBC Sales Coverage
Hilltop	$60 mm+	Bank Portfolio / Arbitrage	Allan Vare
Stifel	$20 mm+	Mutual fund	John Franz
Piper Sandler	$20 mm+	Arbitrage / Relative Value	Ken McAloon
Raymond James	$10 mm+	Arbitrage / Relative Value	Ken McAloon
Spring Lake	$10 mm+	Arbitrage / Relative Value	Drew Skelton
Circle Trust	$10 mm+	SMA	Nick Denicke
Charles Fish	$10 mm+	SMA	Nick Denicke
Manulife	$10 mm+	Insurance	Drew Skelton
Parametric	$10 mm+	SMA	Drew Skelton
UBS	$10 mm+	SMA	Trish Franckowiak
Orix Capital Markets	$5 mm+	Bank Portfolio / Arbitrage	Tony Loreti
Faraday	$5 mm+	Arbitrage / Relative Value	Nick Denicke
Putnam Investments	$5 mm+	Mutual Fund	Steve Aprilano
First Eagle	$5 mm+	Mutual Fund / SMA	John Raftery
Tower Bay	$5 mm+	Hedge Fund	Daniel Driggs
Charles Schwab	$5 mm+	Mutual Fund / SMA	Nick Denicke
Transmarket Group	$5 mm+	Hedge Fund	Bill McHugh
Morgan Stanley	$5 mm+	Arbitrage / Relative Value	Daniel Driggs
State Farm	$5 mm+	Insurance	Ken McAloon
Delphi Capital	$5 mm+	Insurance	Ken McAloon

Key Non-Reporting

* *Key Additional Reporting Investor Target*

Note: Select Trade data since 2021 and includes fixed rate only



Phase III(B): Tapping Primary Order Books to Uncover Additional Demand

Recent RBC led transactions reinforce our phased analysis and provides additional accounts for targeting

- Drilling down further into RBC's internal data, we have analyzed our recent primary order books to further pinpoint investor behavior
- The table of the left identifies investors targeted through the first three phases. The table of the right identifies new potential investors that are currently active in the primary market for special tax debt
- Through phase III(B) of our internal analysis, RBC has identified **Southside Bank, U.S. Trust**, and **Citibank,** amongst others as additional targets for future order book expansion of GuamGov debt

Already Identified as Targets in Three Phase Analysis

Targeted Investors Identified in 3 Phases	Fund Type	Order Activity in RBC Special Tax Transactions since 2021
Vanguard	Mutual Fund	✓
TIAA / Nuveen	Mutual Fund / SMA / Ins	✓
Franklin	Mutual Fund / SMA	✓
Invesco	Mutual Fund	✓
Capital Research	Mutual Fund	✓
BlackRock	Mutual Fund / SMA	✓
Goldman Sachs	Mutual Fund / SMA	✓
MacKay Shields	Insurance	✓
PIMCO	Mutual Fund / SMA	✓
American Century	Mutual Fund	✓
Wells Capital	Mutual Fund / SMA	✓
Northern Trust	Mutual Fund / SMA	✓
Circle Trust	SMA	✓
Manulife	Insurance	✓
Faraday	SMA	✓
Putnam Investments	Mutual Fund	✓
First Eagle	Mutual Fund / SMA	✓
Charles Schwab	Mutual Fund / SMA	✓

New Expansion Targets Based on Recent Primary Order Data

Additional Investors Identified Due to RBC Order Activity	Fund Type	Order Activity in RBC Special Tax Transactions since 2021
Income Research	Mutual Fund / SMA	✓
AllState	Insurance	✓
Dimensional Fund	Mutual Fund	✓
Wellington	Mutual Fund / SMA	✓
Schroder	Mutual Fund	✓
First Trust	Mutual Fund / SMA	✓
Southside Bank	Bank Portfolio / Arbitrage	✓
U.S. Trust (BofA)	SMA	✓
Citibank Inv Mgmt	SMA	✓
Cincinnati Insurance	Insurance	✓
Fortem	Mutual Fund / SMA	✓
Performance Trust	Mutual Fund / Bank Services	✓
Belle Haven	SMA	✓
First Horizon	Bank Portfolio / Arbitrage	✓
SAMCO	Arbitrage	✓
Rockefellar & Co	Asset Manager	✓
Linscomb & Williams	SMA	✓
Thrivent	Mutual Fund / SMA	✓

Sources: RBC Internal Trade Data

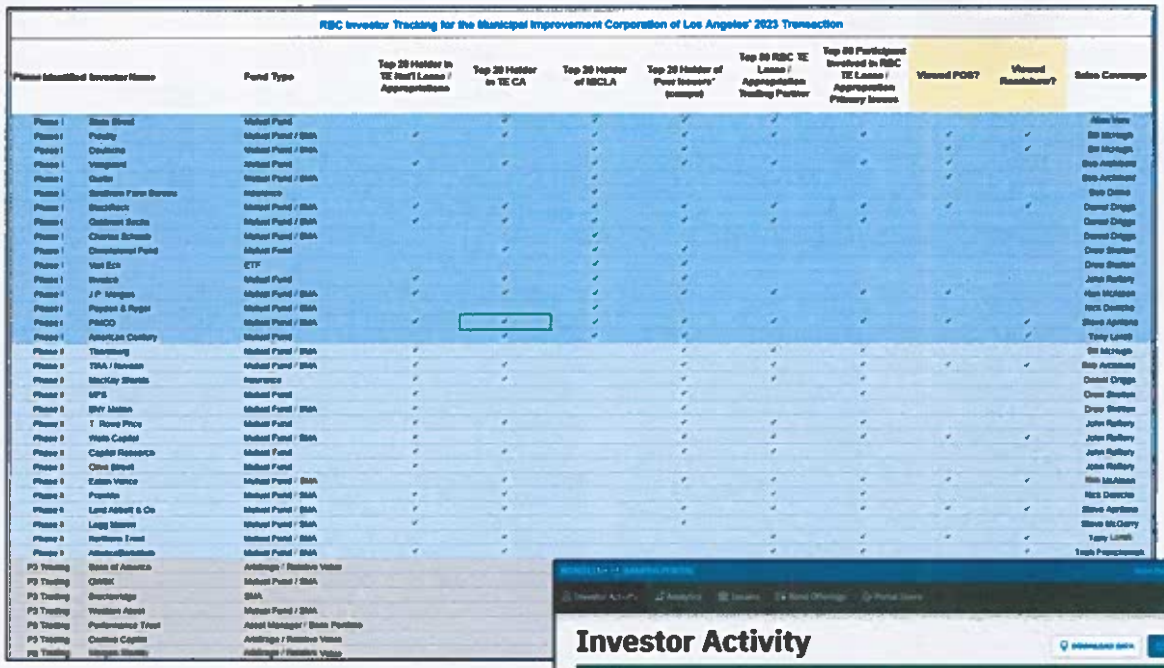
Live Deal Process and Tracking of Online Marketing Material Engagement

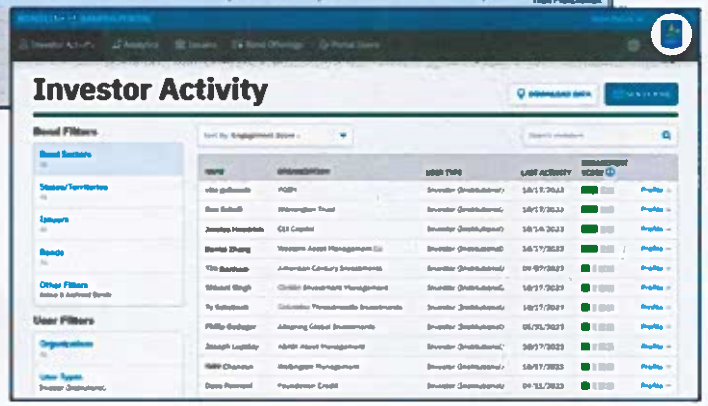
RBC DCM's live deal tracking process gives our salesforce more real-time firepower

- DCM frequently updates the engagement of targeted investors from POS posting through pricing to supply our salesforce with the most up to date investor interest metrics – which, combined with their own qualitative feedback, creates the most powerful marketing plan possible

1. Preliminary 3-Phased Analysis
2. Review Analysis with Sales & Underwriting Desk
3. Finalize Investor Targeting Sheet
4. Track Live Investor Engagement

Continue Live Updates and Conversation with Sales / Banking / Underwriting





RBC Muni DCM Investor Marketing – Results from the Guam Waterworks Authority Series 2024 Financing

DCM identified & targeted investors through a three-phased approach which helped garner over $2.15 Billion in institutional orders

GUAM WATERWORKS AUTHORITY

$184,850,000

Guam Waterworks Authority
Baa2 / A-
Series 2024A&B
Water & Wastewater System Revenue Refunding Bonds

Sole Manager
Priced: February 28, 2024

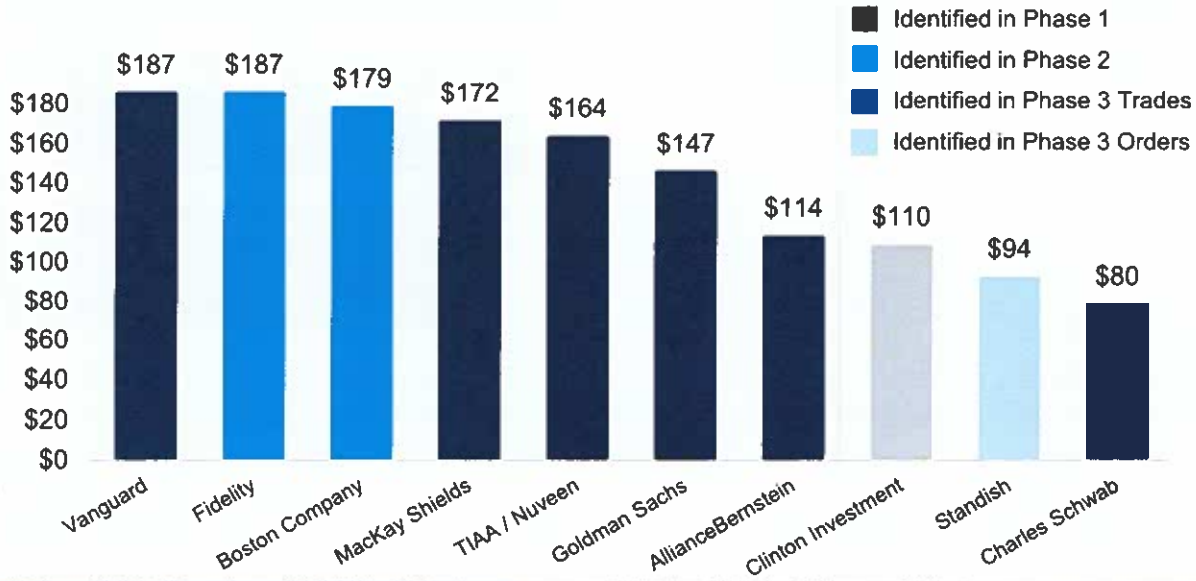
Guam Series 2024 Investor Marketing Results	
Total # Investors Targeted in DCM Analysis	74
Aggregate Par Volume of Orders by Investors Targets ($000s)	1,733,070
% of Total Orders Placed by Investor Targets	**79%**
Total # of Unique Investors Tracked & Engaged on Marketing Materials	77
Total Orders from Investors Tracked & Engaged on Marketing Materials ($000s)	2,058,480
% of Orders Placed from All Tracked Investors*	**93%**
Number of New & Targeted Investors**	**9**

11.5x Oversubscription on Final Order Book
(1-12bp Tightening Across the Curve)

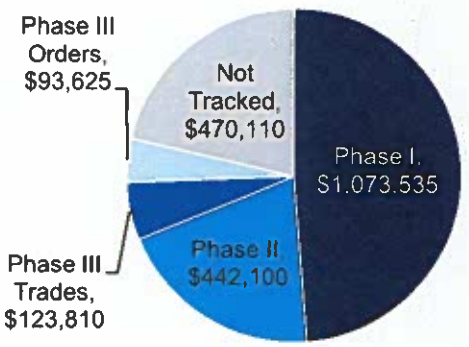
Muni DCM Effort in Investor Marketing - Outcome

- On February 28, 2024, RBC Capital Markets ("RBCCM") served as the sole bookrunner on the $184,850 million issue for Guam Waterworks Authority Series 2024A & 2024B Water & Wastewater System Revenue Refunding Bonds
- RBCCM's Muni DCM Team used a three-phased investor targeting analysis to target 74 potential investors based on credit profile
- In connection with the Guam Waterwork's tender offer in the market, there was strong demand for the refunding bonds on the day of pricing. The RBC Muni Sales Force armed with DCM investor data analytics helped bring in 40 unique institutional investors into the order book - 21 of which were initially targeted **including 9 new** and targeted investors**
- **DCM initially targeted investors that contributed to approx. 79% of the total orders placed – the majority of which came from our Phase 1 targets**

RBCCM's DCM Group Targeted 9 of the Top 10 Investors in the Series 2024 Financing



Guam's Series 2024 Orders by Investor Target Phase



$2.20B in Orders from 40 Institutional Investors

Source: RBC Internal Data and IPREO

**All Tracked Investors include both initial investor targets and investors who were additionally tracked throughout the DCM live deal process*

Muni Debt Capital Markets – Case Study Highlights

The following case study statistics represent the facts from utilization of DCM's three phased approach for our issuer clients

$1,087,800,000

Senior Book-Running Manager
September 24, 2024

- **State of Illinois**
- Percent of Orders from Targeted Investors: 85%
- Number of Institutional Investors that Participated in the Transaction: 65
- **New Investors to The State of Illinois Credit: 2**
- Overall Subscription and Maximum Basis Point Reductions: 2.7x and 6bps

$189,600,000

Senior Book-Running Manager
September 4, 2024

- **Mt. San Antonio Community College District**
- Percent of Orders from Targeted Investors: 85%
- Number of Institutional Investors that Participated in the Transaction: 52
- **New Investors to Mt. SA CCD Credit: 12**
- Overall Subscription and Maximum Basis Point Reductions: 4.9x and 10bps

$647,535,000

Senior Book-Running Manager
June 4, 2024

- **Intermountain Health**
- Percent of Orders from Targeted Investors: 93%
- Number of Institutional Investors that Participated in the Transaction: 77
- **New Investors to the Intermountain Health Credit: 3**
- Overall Subscription and Maximum Basis Point Reductions: 9.7x and 15bps

$2,875,835,000

Senior Book-Running Manager
March 13, 2024

- **The Dormitory Authority of the State of New York**
- Percent of Orders from Targeted Investors: 77%
- Number of Institutional Investors that Participated in the Transaction: 115
- **New Investors to DASNY PIT Credit: 10**
- Overall Subscription and Maximum Basis Point Reductions: 4.1x and 7bps

$1,224,005,000

Senior Book-Running Manager
October 18, 2023

- **The State of Connecticut**
- Percent of Orders from Targeted Investors: 93%
- Number of Institutional Investors that Participated in the Transaction: 66
- **New Investors to CT STO Credit: 4**
- Overall Subscription and RBC Commitment: 1.42x and $193 mm in Stock allotments

RBC Capital Markets as a Partner to GEDA & GovGuam

RBC has been and will continue to be a reliable strategic planning and financing partner to Guam

RBC Capital Markets is a Market-Leading Underwriter

- #1 negotiated underwriter in 2023, #2 in 2024YTD
- One of the highest rated banks in the municipal market, with a willingness to commit capital for clients
- Offer a broad range of expertise on relevant topics including:
  - Refunding and new money financing analytics
  - Rating Agency Expertise
  - Liability Management Leadership
  - Investor Targeting Capabilities

2023 National Senior Manager Rankings

Underwriting Firm	Par Amount ($ mil)	Rank	Mkt. Share	# of Issues
RBC Capital Markets	32,860.4	1	11.4	294
BofA Securities	30,729.9	2	10.6	155
Jefferies	20,946.7	3	7.2	90
JP Morgan	19,204.9	4	6.6	52
Goldman Sachs	19,202.2	5	6.6	121
Industry Total	**$290,876.8**	**-**	**100.0**	**3,616**

Source: Bloomberg - Negotiated. 01/01/2023-12/31/2023.

Experienced Banking Team Committed to Guam

- Banking team has an extensive understanding of Guam's financial position and underlying credits
- Members of our team have senior managed $754 million of par for Guam-based entities
- Committed to supporting GEDA's strategic needs and to building a long-standing banking partnership with the Government of Guam

Extensive Municipal Debt Capital Markets Capabilities

- Detailed data analytics of investor profiles and holdings for specific targeting and results
- Strong relationships with top institutional investor accounts
- Essential analysis of secondary market trades and potential buyers

Lease, Healthcare, General Government & Rating Expertise

- Dedicated ratings and credit personnel equipped with handling complex rating and marketing challenges faced by Issuers
- Coverage of all Lease, Healthcare, and General Government Credits

2022-2024YTD West Coast Senior Manager Rankings

Credit Type	Ranking	Par ($mm)	Number of Issues
General Obligation	#3	$6,157	78
Lease Credit / COPs	#2	$1,154	45
Healthcare	#2	$1,655	9

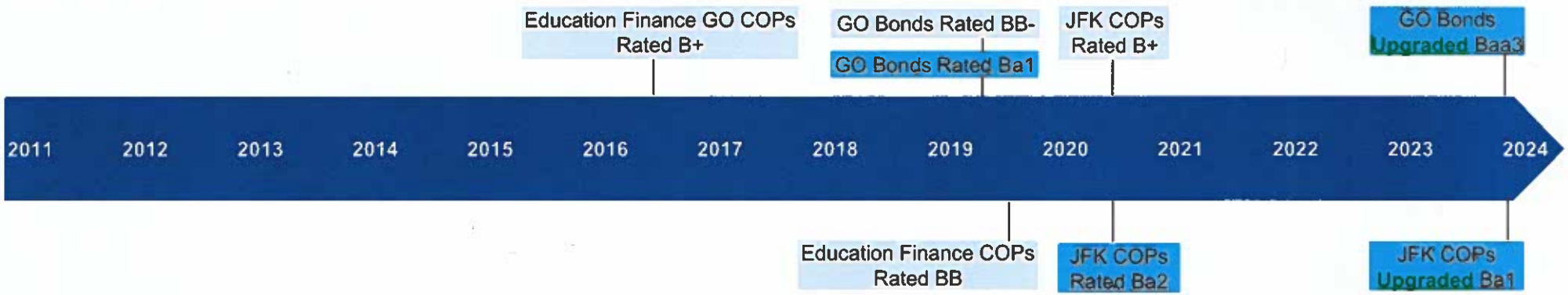
Appendix A

Rating History

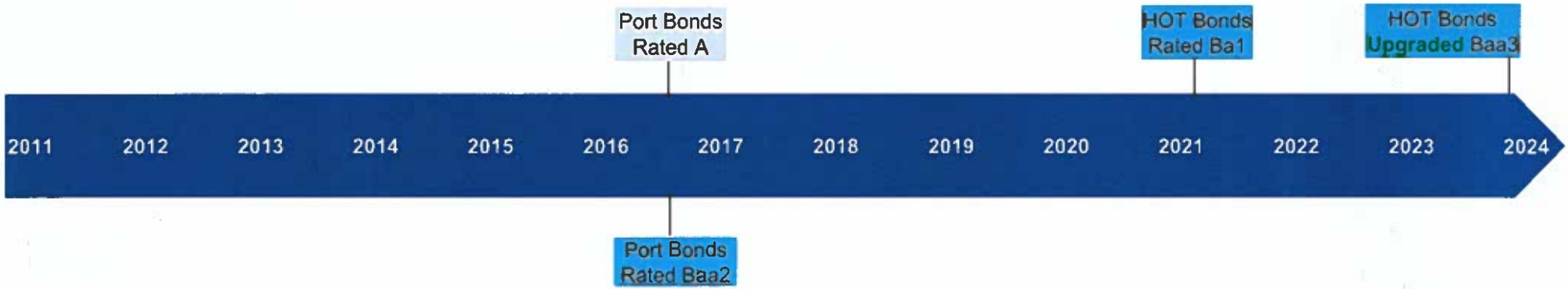
RBC Capital Markets

Guam Credit Rating History

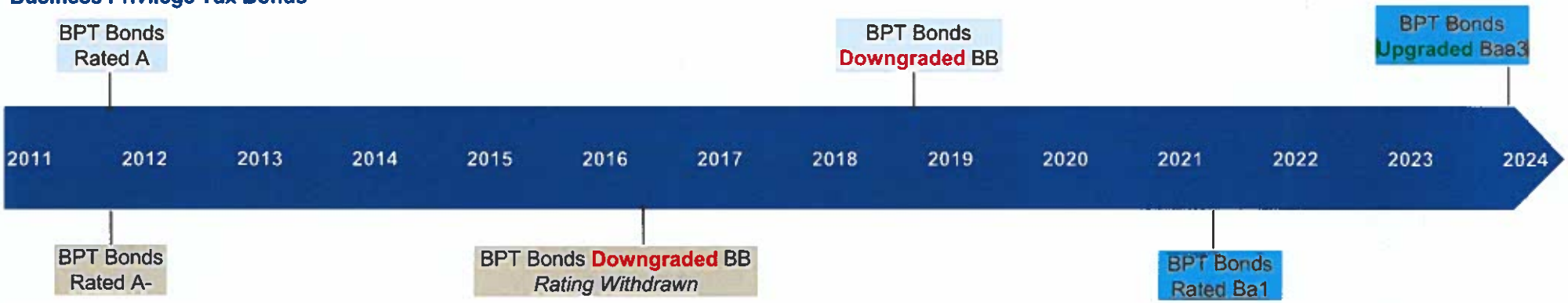
COPS and GO



Port Revenue and Hotel Occupancy Tax Bonds



Business Privilege Tax Bonds



Moody's Rating | S&P Rating | Fitch Rating

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

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

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

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: **PRESENTATIONS AND INTERVIEWS**
PLACE : **GEDA CONFERENCE ROOM, 5TH FLOOR, ITC BUILDING**
DATE & TIME: **WEDNESDAY, JUNE 04, 2025, 0800 to 1700**

No.	*Print Name*	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
1	JOHN SAGE		GEFF III	898-8927	kiwijohnkohia@yahoo.com
2	Betty Goyle		GEFF III	671.687.2690	b.goyle@setiadiarchitects.com
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4	Philip Flores		GEFF II	687-6877	philipf@bankpacific.com
5	Leila Ludwig		SSFM	788 8730	lludwig@ssfm.com
6	JOHNSTON NICOLAS		BCDA	647-4333	J Sannicolas@
7	Melvin Finona		SSHS	483-0126	mmfinona@gdoe.net

	Print Name	Signature	Company	POC Contact Number	POC Email Address
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9	Glenn Leon Guerrero		SSFM	488-1323	gguerrero@SSFM.com
10	YONG PAK		GEDA	671-483-9632	yong.pak@investguam.com
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13	CARLA MASNAYON		SSHS-DOE	4835400	cdmasnayon@gdoe.net
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16	Linda T. Baza		DPW	898-7763	l.
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20	Joseph Duenas		SSFM	488-8788	jduenas@ssfm.com
21	Lester L Calvo		~~DOHR~~	727-8804	

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24	JAE JI		GEFF III / FWC	671 688.1779	studiojaeji@gmail.com
25	Jamie Wilson		GEFF 3	404 285.3843	jamie@h12cap.tel.com
26	ANGELENE RIOS		GEDA	6711687 0039	angelene.rios@investguam.com
27	CHRISTINA GARCIA		GEDA	671 647 4715	tina.garcia@investguam.com
28	VINCE ARRIOLA		DPW	671 644 3131	vince.arriola@dpw.guam.gov
29	ELMER PRUDENTE		TRMA	671 475 8772	EPrudente@tra guam.com
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31	Jason Ralston		CORE TECH	671 486 6447	jason@guamcde.com
32	HO S. EUN		Core Tech	671-486 5001	ho.eun@coretechintl.com
33	Chit Bathan		Core Tech	671 486-5005	chit.bathan@coretechintl.com
34	Sean Keattes		Barclays	6616491 0943	sean.keatts@barclays.com
35	Phillip Narel		GHD	671-687-2554	phillip.narel@ghd.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
36	BRENT WIESE		GHD DESIGN	477 2111	brent.wiese@ghd.com.
37					
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Presentations & Questions with SSHS Evaluation Committee and GEFF III

Date: June 4, 2025
Time: 9:00 AM – 11:30 AM
Location: GEDA Conference Room 5th Floor, ITC Building

Attendees:			
Dr. Erik Swanson (Chairperson)	GDOE	Michael Makio	TRMA
Vince Arriola	DPW	Cedric Cruz	TRMA
Linda Ibanez	DPW	Elmer Prudente	TRMA
Benny San Nicolas	DPW	Lester Carlson	BBMR
John Calanayan	DPW	Jamie Wilson	GEFF III
Carla Masnayon	GDOE-SSHS	Philip Flores	GEFF III
Melvin Finona	GDOE-SSHS	John Sage	GEFF III
Carlos Bordallo	GEDA	Betty Gayle	GEFF III
Tina Garcia	GEDA	Billy Cruz	GEFF III
John San Nicolas	GEDA	John Setiadi Tan	Setiadi Architects
Angelene Rios	GEDA	Philsan Kim	EPEC
Yong Park	GEDA	Jae Ji	Future World
Celine Cruz	DLM		
Ed Hipolito	SSFM		
Glenn Leon Guerrero	SSFM		
Joseph Duenas	SSFM		
Leila Ludwig	SSFM		

I. Call to Order

a. The meeting was called to order by Chairperson Swanson at 9:00 AM.
b. Chairperson delivered opening remarks, expressing appreciation to the proposers and initiating introductions of the Evaluators.

II. Introduction

a. Outlined session protocol: each presentation would be allotted 30 minutes, followed by a 30-minute question and answer (Q&A) period.

III. Presentation and Q&A

a. **Presenters:** Jamie Wilson, Phil Flores, John Sage, and John Setiadi Tan discussed their proposal
b. **Observers included:** Betty Gayle, Philsan Kim, Billy Cruz, and Jae Ji
c. **Presentation:**
   1) The presentation began at 9:03 AM.
   2) The presentation concluded at 9:33 AM.

IV. Q&A:

a. The Q&A session commenced at 9:34 AM
b. Concluded at 10:04 AM. Refer to the official video recording for the full presentation and Q&A session.

V. Adjournment

a. Interview adjourned at 10:04 AM.

Edit and review by:

Glenn Leon Guerrero
Senior Project Manager

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

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

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

ATTENDANCE SHEET

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PROJECT No.: **730-5-1059-L-YIG**
SUBJECT: **PRESENTATIONS AND INTERVIEWS**
PLACE: **GEDA CONFERENCE ROOM, 5TH FLOOR, ITC BUILDING**
DATE & TIME: **WEDNESDAY, JUNE 04, 2025, 0800 to 1700**

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	JOHN SAGE		GEFF III	898-8927	kiwijohnkohia@yahoo.com
2	Betty Gayle		GEFF III	671.687.2690	b.gayle@setiadiarchitects.com
3	PHILSAN KIM		Eastern	788-6666	Pkim@easternpacificec.com
4	Philip Flores		GEFF III	687-6877	phil.ipf@bankpacific.com
5	Lola Lindsay		SSFM	788 8730	llindsay@ssfm.com
6	JANELLE NICOLAS		GEDA	647-4333	JSanNicolas@
7	Melvin Finona		SSHS	483-0126	mmfinona@gdoe.net

	Print Name	Signature	Company	POC Contact Number	POC Email Address
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15	Dr Erika Swanson		GDOE	300-1547	KESWANSON@GDOE.NET
16	Linda J. Bu		DPW	898-7763	
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21	Lester L Calvo		BHR	727-8804	

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24	JAE JI		GCAA III / FWC	671 688.1774	studiojaejj@gmail.com
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32	HO S. EUN		Core Tech	671-486-5001	ho.eun@coretechintl.com
33	Chris Bathan		Core Tech	671 486-5775	chris.bathan@coretechintl.com
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35	Phillip Narel		GHD	671.687-2554	phillip.narel@ghd.com

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Presentations & Questions with SSHS Evaluation Committee and Core Tech International

Date: June 4, 2025
Time: 1:30 PM – 4:00 PM
Location: GEDA Conference Room 5th Floor, ITC Building

Attendees:			
Dr. Erik Swanson (Chairperson)	GDOE	Michael Makio	TRMA
Vince Arriola	DPW	Cedric Cruz	TRMA
Linda Ibanez	DPW	Elmer Prudente	TRMA
Benny San Nicolas	DPW	Lester Carlson	BBMR
John Calanayan	DPW	Jong Won	Core Tech
Carla Masnayon	GDOE-SSHS	Jason Ralston	Core Tech
Melvin Finona	GDOE-SSHS	Ho Eun	Core Tech
Carlos Bordallo	GEDA	Chit Bathan	Core Tech
Tina Garcia	GEDA	Sean Keatles	Barclays
John San Nicolas	GEDA	Phillip Noret	GHD
Angelene Rios	GEDA	Brent Wiese	GHD
Yong Park	GEDA		
Celine Cruz	DLM		
Ed Hipolito	SSFM		
Glenn Leon Guerrero	SSFM		
Joseph Duenas	SSFM		
Leila Ludwig	SSFM		

I. Call to Order

a. The meeting was called to order by Chairperson Swanson at 1:27 PM.
b. Chairperson delivered opening remarks, expressing appreciation to the proposers and initiating introductions of the Evaluators.

II. Introduction

a. Outlined session protocol: each presentation would be allotted 30 minutes, followed by a 30-minute question and answer (Q&A) period.

III. Presentation and Q&A

a. **Presenters:** Jason Ralston and Sean Keatles presented their proposal.
b. **Observers:** Ho Eun, Chit Bathan, Jong Won, and Phillip Noret
c. **Presentation:**
   1) The presentation began at 1:29 PM.
   2) The presentation concluded at 1:59 PM.

IV. Q&A:

a. The Q&A session, opened by CES, commenced at 2:00 PM
b. Concluded at 2:21 PM. Refer to the official video recording for the full presentation and Q&A session.

V. Adjournment

a. Interview adjourned at 2:21 PM.

Edit and review by:

Glenn Leon Guerrero
Senior Project Manager

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

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

public works
DIPATTAMENTON CHE'CHO PUPBLIKO
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Deputy Director

ATTENDANCE SHEET

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3	PHILSAN KIM		Eastern	788-6666	pkim@easternpacificec.com
4	Philip Flores		GEFF III	687-6877	philipf@bankpacific.com
5	Lola Ludwig		SSFM	788 8730	lludwig@ssfm.com
6	DANIEL NICOLAS		GEDA	647-4333	JSanNicolas@
7	Melvin Finona		SSHS	483-0126	mmfinona@ghec.net

	Print Name	Signature	Company	POC Contact Number	POC Email Address
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9	Glenn Leon Guerrero		SSFM	488-1323	[redacted] gguerrero@SSFM.com
10	YONG PAK		GEDA	671-483-9632	yong.pak@investguam.com
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13	CARLA MASNAYON		SSHS-PDE	4835400	cdmasnayon@gdoe.net
14	Carlos Bordallo		GEDA	777-0597	carlos.bordallo@investguam.net
15	Dr. Evita Swanson		GDOE	300-1547	KESWANSON@GDOE.NET
16	Linda T. Bu		DPW	898-7763	
17	CELINE CRUZ		BLM	671-727-4656	celine.cruz@land.guam.gov
18	B. SANNICOLAS		DPW	671-689-7121	benny.SANNICOLAS@DPW.guam.gov
19	MICHAEL MAKIO		TRMA	727-8772	mmakio@traguam.com
20	Joseph Duenas		SSFM	488-8788	jduenas@ssfm.com
21	Lester L Calvo		GHHR	727-8804	

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	JOHN SETADI JR		SETADI ARCHITECTS	671-477-3556	JST@SETADIARCHITECTS.com
23	Billy E Cruz		GEPA	671 777 2455	billymorecruz@gmail.com
24	JOE III		GCAA III / FWC	671 688.1774	studiojoejr@gmail.com
25	Jamie Wilson		GLEK 3	404 295 3843	jamie@k12cap.tel.com
26	ANGELENE RIOS		GCTA	6711687 0039	angelene.rios@investguam.com
27	CHRISTINA GARCIA		GCTA	671 647 4819	tina.garcia@investguam.com
28	VINCE ARRIOLA		DPW	671 646 3131	vince.arriola@dpw.guam.gov
29	ELMER PRUDENTE		TRMA	671 475 8772	EPrudente@trmguam.com
30	JONG WON		CORE TECH	671 486-5723	jong.won@coretechintl.com
31	Jason Ralston		CORE TECH	671 486 6447	jason@guamcde.com
32	HO S. EUN		Core Tech	671-486-5005	hoeun@coretechintl.com
33	Chit Rathan		Core Tech	671 486-5005	chit.rathan@coretechintl.com
34	Sean Keattes		Barclays	6416491 0443	sean.keattes@barclays.com
35	Phillip Narel		GHD	671-687-2554	phillip.narel@ghd.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
36	BRENT WIESE		GHD DESIGN	477 2111	brad.wiese@ghd.com
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO FILE

June 4, 2025

FROM: Vince P. Arriola; Director, Department of Public Works.

SUBJECT: DETERMINATION OF PROPOSER RESPONSIVENESS

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) received **three (3)** proposals by the submission deadline of **Friday, May 23, 2025, at 4:00 p.m.** In accordance with the RFP, Section XXI of the RFP (Classification of Proposals as Responsive or Non-Responsive) and Attachment 8 (DPW Checklist of Responsiveness), each proposal was reviewed for compliance with mandatory submission requirements.

Determination
Based on the review conducted by the DPW Contracts Administration Section, and in accordance with Guam Procurement Law and the applicable terms of the RFP, the following findings were made:

1. **Mandatory Requirements Met:**
   Each of the following responsive proposals attended mandatory meetings and submitted all required documentation, including:
   - Complete technical proposal in the proper format
   - Acknowledgement of Receipt Form (Attachment 7)
   - All legally required affidavits (Attachments 1–6)
   - Separate sealed Term Sheet and Price Proposal (Attachment 9)
   - Valid contractor's license in good standing
   - Certificates of insurance

2. **Responsive Proposers:**

After review, the following Proposers were determined to be **responsive** under the RFP and applicable procurement rules:

- Guam Education Financing Foundation III, Inc.
- Core Tech International Corporation
- Guam Pacific Services, LLC.

Conclusion

This determination reflects the DPW's responsibility to ensure compliance, fairness, and transparency in the procurement process. The classification of proposals as responsive was made in accordance with the RFP, Guam Procurement Law, and best procurement practices. 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

The Evaluation Committee concurs with this determination:

DR. ERIK K. SWANSON
GDOE Superintendent
SSHS Evaluation Committee Chairman

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Dr. K Swanson, GDOE

Documents for review: Determination of Proposer Responsiveness

Print: Mae Rose Nauta

Signature [signature]

Date: 5/28/25

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO FILE

June 4, 2025

FROM: Vince P. Arriola; Director, Department of Public Works.

SUBJECT: DETERMINATION OF PROPOSER RESPONSIVENESS

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

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Based on the review conducted by the DPW Contracts Administration Section, and in accordance with Guam Procurement Law and the applicable terms of the RFP, the following findings were made:

1. **Mandatory Requirements Met:**
   Each of the following responsive proposals attended mandatory meetings and submitted all required documentation, including:
   - Complete technical proposal in the proper format
   - Acknowledgement of Receipt Form (Attachment 7)
   - All legally required affidavits (Attachments 1–6)
   - Separate sealed Term Sheet and Price Proposal (Attachment 9)
   - Valid contractor's license in good standing
   - Certificates of insurance

2. **Responsive Proposers:**

After review, the following Proposers were determined to be **responsive** under the RFP and applicable procurement rules:

- Guam Education Financing Foundation III, Inc.
- Core Tech International Corporation
- Guam Pacific Services, LLC.

Conclusion

This determination reflects the DPW's responsibility to ensure compliance, fairness, and transparency in the procurement process. The classification of proposals as responsive was made in accordance with the RFP, Guam Procurement Law, and best procurement practices. 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

The Evaluation Committee concurs with this determination:

DR. ERIK K. SWANSON
GDOE Superintendent
SSHS Evaluation Committee Chairman

Gmail

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

SSHS DETERMINATION OF PROPOSER RESPONSIVENESS

Joseph W Duenas <jduenas@ssfm.com> Tue, May 27, 2025 at 12:32 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Tom Keeler <tkeeler@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Hi Director Arriola,

Based on Assistant AG Tom Keeler's review, we have revised and attached the DRAFT Letter of Determination for your review/ signature and Dr. Swanson's review/ signature as the Simon Sanchez Evaluation Committee Chair.

Per Assistant AG Keeler's comments in his email below:

1. The date of the memorandum has been changed to June 4, 2025.
2. The Evaluation Committee Chairman's (Dr. Swanson's) signature block has been added below yours with the language "The Evaluation Committee concurs with this determination."

If you are good with revised Letter of Determination, we recommend both you and Dr. Swanson sign it and place it in the official procurement file/ record.

Please let me know if you need anything further on this.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

From: Glenn Leon Guerrero <gguerrero@ssfm.com>
Sent: Thursday, May 22, 2025 10:36 AM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; Vincent P. Arriola <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Committee roles and Responsibilities

Thank you Tom.

Grateful if you can clarify my query. The Evaluation Committee has been selected by PL 37-22. This law assigns the evaluation committee to be headed by the GDOE Superintendent. Guam procurement law designates the DPW Director as the Procurement Officer. My confusion is who will sign the determination. Will there be 2 determinations, or will both sign the same determination or ???

I understand that Section XXXII of the RFP has DPW opening the proposals and checking for compliance, and I also understand that responsiveness and responsibility is evaluated throughout the process (process to include proposal submittal thru presentation). Again, grateful for your clarification.

Glenn Guerrero |Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Tom Keeler <tkeeler@oagguam.org>
Sent: Thursday, May 22, 2025 8:58 AM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.

The Honorable
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Sigundo Maga' Lâhi . Lieutenant Governor

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

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: **PRESENTATIONS AND INTERVIEWS**
PLACE : **GEDA CONFERENCE ROOM, 5TH FLOOR, ITC BUILDING**
DATE & TIME: **THURSDAY, JUNE 05, 2025, 0800 to 1700**

No.	*Print Name*	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
1	CARLA MASNAYON		SSHS	483-5400	CDMASNAYON@GDOE.NET
2	CARLOS BORDALLO		GEDA	777-0597	CARLOS.BORDALLO@INVESTGUAM.NET COM
3	DR ERIK SWANSON		GDOE	300-1547	KESWANSON@GDOE.NET
4	LINDA IBANEZ		DPW	898-7763	LINDA.IBANEZ@DPW.GUAM.GOV
5	CELINE CRUZ		DLM	727-4656	CELINE.CRUZ@LAND.GUAM.GOV
6	BENNY SAN NICOLAS		DPW	689-7121	BENNY.SANNICOLAS@DPW.GUAM.GOV
7	VINCE ARRIOLA		DPW	646-3131	VINCE.ARRIOLA@DPW.GUAM.GOV

	Print Name	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
8	GLENN LEON GUERRERO		SSFM	488-1323	GGUERRERO@SSFM.COM
9	JOE DUENAS		SSFM	488-8788	JDUENAS@SSFM.COM
10	ED HIPOLITIO		SSFM	488-8325	EHIPOLITO@SSFM.COM
11	TINA GARCIA		GEDA	647-4315	TINA.GARCIA@INVESTGUAM.COM
12	ANGELENE RIOS		GEDA	687-2029	ANGELENE.RIOS@INVESTGUAM.COM
13	JOHN SAN NICOLAS		GEDA	647-4332	JOHN.SANNICOLAS@INVESTGUAM.COM
14	LESTER CARLSON		BBMR	727-8804	LESTER.CARLSON@BBMR.GUAM.GOV
15	JOHN CALANAYAN		DPW	488-1323	JOHN.CALANAYANN@DPW.GUAM.GOV
16	YOUNG PAK		GEDA	483-9632	YOUNG.PAK@INVESTGUAM.COM
17	CEDRIC CRUZ		TRMA	788-9674	CCRUZ@TRAGUAM.COM
18	MIKE MAKIO		TRMA	727-8772	MMAKIO@TRAMGUAM.COM
19	LEILA LUDWIG		SSFM	788-8330	LLUDWIG@SSFM.COM
20	MELVIN FINONA		SSHS	483-0126	MMFINONA@GDOE.NET
21	Andy Taylor		GPS	480-1094	andytpiedmer@gmail.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	E.A. CRISTOBAL			671-483 5146	eacarchitect1@gmail.com
23	Angela Singleton		CAPFA	407-717-9707	asingleton@acsmgmtconsulting.com
24	Amelia R Tatlos		GPS	7858069701	artatks@gmail.com
25	Robert W. Toelkes		GPS	785 806 5702	rtoelkes@intbridge corp .com
26	Christian Caballero		STUDENT	671-480-7476	
27	ELIZABETH BISHAW		GPS	670-588-2488	ebishaw@intbridge corp. com
28	Phil Roberto		GPS	6714833412	roberto.phil@gmail.com
29	J. GALLAGHER		GPS	929 3817	
30	TOR GUDMUNDSEN		TGBNGINEERS	988-7080	torg@TG-BNGR.COM
31	Wayne Wixon		WA	646-1033	WAYNE@WIXON-ASSOCIATES.COM
32	James Cotton		Kilojoule Consultants	797-7878	james@kilojoule-consultants.com
33					
34					
35					

END OF SIGN OUT SHEET

PAGE INTENTIONALLY LEFT BLANK

Jesse Munoz jesse.munoz@morricoequipment.com
Jeff jeff@pdsguam.com
Rodil Palomares rodilpalomares@futureworldguam.com
E. Salvador esalvador@triconcorp.com
Chi chi@futureworldguam.com
Christina LG christina.lg@morricoequipment.com
M. Sanly Baladad msanlybaladad@engeo.com
T. Joo tjoo@easternpacificec.com
ITulop Catalyst Guam itulop.catalystguam@usa.com
Ken San Nicolas ken.sn@pfmguam.com
Philip Park philip.park@easternpacificec.com

Final CC:
Linda Ibanez – linda.ibanez@dpw.guam.gov
Vincent P. Arriola – vince.arriola@dpw.guam.gov
Glenn Leon Guerrero – glenlg@ssfm.com
Leila Ludwig – lludwig@ssfm.com
John Calanayan – john.calanayan@dpw.guam.gov
Ernest G. Candoleta Jr. – ernest.candoleta@dpw.guam.gov
Joseph W. Duenas – jduenas@ssfm.com

Confirmed Receipt:
flores.lani@gmail.com
ken.sn@pfmguam.com
lacee.guerrero@pfmguam.com
chi@futureworldguam.com
christina.lg@morricoequipment.com
admin@maseconstructionguam.com
darren.palmes@pacificrimgc.com
jpaguigan@yahoo.com
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austinesuva@tri-spec.com
roberto.phil@gmail.com

itulop.catalystguam@usa.com
jeff@pdsguam.com
rmarzan@bmesons.com

Bounced Back:
glenlg@ssfm.com

cpanergo.tri-spec@gmail.com
esalvador@triconcorp.com

Final Follow-Up
On Thursday, May 1 and Friday, May 2, follow-up phone calls were conducted by ET and LL to all recipients who did not confirm receipt by email. Where possible, voicemails were left.

May 1, 2025

Prepared & submitted by:

SSFM International, INC.

Leila Ludwig

Project Coordinator

j.cortez@ncmacario.com
rodilpacomares@futureworldguam.com
cdmasnayon@gdoe.net
apanergo.trispec@gmail.com
itulop.catalystguam@usa.com
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Ken San Nicolas ken.sn@pfmguam.com
Alon Elamparo alon.elamparo@coretechintl.com
desalvador@tridoncorp.com
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msanlybaladad@engeo.com
tjoo@easternpacificec.com
philsan.k@pfmguam.com
marvin.isidro@pfmguam.com

CC: Same as previous

Issues Reported:

Bounced Back:
eprudente@trma.com
cpanergo.tri-spec@gmail.com
philip.park@easterpacificec.com
austinsuva@tri-spec.com
rodilpacomares@futureworldguam.com
jesse.munox@morricoequipment.com
desalvador@tridoncorp.com (duplicate entry noted)

Confirmed Receipt:
kier.cubalan@coretechintl.com
alon.elamparo@coretechintl.com
leecruz@easternpacificec.com
ken.sn@pfmguam.com
arnoldfelizardo@futureworldguam.com
studiojaeji@gmail.com
flores.lani@gmail.com
chi@futureworldguam.com
j.cortez@ncmacario.com
admin@maseconstructionguam.com

itulop.catalystguam@usa.com

Unable to Open File: None

Final Email Resend by JC
Time: 4:37 PM
Action: JC resent the same email to the full list again.
Recipients and CC: Same as 4:22 PM email.
Bounced Back Emails: Same as above.

Escalation and Alternate Distribution
Time: 5:00 PM
Action: LL contacted LI to report continued attachment issues.
Time: 5:11 PM
Action: LI informed LL that ET would resend Addendum I.
Time: 6:59 PM
Action: ET successfully sent Addendum I.

Final Recipients:
Tiffani Lee Cruz leecruz@easternpacificec.com
Kier Cubalan kier.cubalan@coretechintl.com
Jessica jessica@pdsguam.com
Darren Palmes darren.palmes@pacificrimgc.com
Sang Calalang SangCalalang@gmail.com
Studio Jaeji studiojaeji@gmail.com
Seluzano seluzano@gmail.com
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Gene Bangayan GeneBangayan@jbmoderntech.com
Phil Roberto roberto.phil@gmail.com
David Suwon davidsuwon@gmail.com
Cedric Cruz ccruz@traguam.com
Austin Esuva austinesuva@tri-spec.com
C. Panergo cpanergo.tri-spec@gmail.com
Ramir Javelosa Sr. ramir.javelosasr@coretechintl.com
Elmer Prudente Eprudente@traguam.com

DOCUMENT: **Addendum I (Bounce Back Emails/ Trouble Opening Attachment)**

LOCATION: **DPW, Contracting Building, John Calanayan Office**

DATE: **April 30, 2025**

TIME: **4:00 PM**

Organization	Name	Initials
DPW	John Calanayan	JC
DPW	Linda Ibanez	LI
DPW	Erica Taitano	ET
SSFM	Leila Ludwig	LL

Initial Distribution of Addendum I

Time: 4:00 PM

Action: JC and LL were in JC's office. JC sent the initial email containing Addendum I.

Recipients:

Tiffani Lee Cruz – leecruz@easternpacificec.com
Philip Park – philip.park@easternpacificec.com
Albert Lavadia – ALavadia@easternpacificec.com
Henson Paranada – HParanada@easternpacificec.com
Ian Lorenz – ILorenz@easternpacificec.com
joo@easternpacificec.com
Ken San Nicolas – ken.sn@pfmguam.com
Rob Salas – rob.salas@pfmguam.com
Lacee Guerrero – lacee.guerrero@lmsfm.com
Jacinto Paguigan – JPaguigan@jbmoderntech.com
Gene Bangayan – GeneBangayan@jbmoderntech.com
Alon Elamparo – alon.elamparo@coretechintl.com
Jemar Legaspi – jemar.legaspi@coretechintl.com
Phil Roberto – roberto.phil@gmail.com
James Wilson – jamie@k12capital.com

CC:

Vincent P. Arriola – vince.arriola@dpw.guam.gov
Linda Ibanez – linda.ibanez@dpw.guam.gov
Ernest G. Candoleta Jr. – ernest.candoleta@dpw.guam.gov
Joseph W. Duenas – jduenas@ssfm.com
Glenn Leon Guerrero – gguerrero@ssfm.com
Leila Ludwig – lludwig@ssfm.com

Issues Reported:

Bounced Back: joo@easternpacificec.com

Access Issues: Alon Elamparo (alon.elamparo@coretechintl.com)

Confirmed Receipt: Ken San Nicolas (ken.sn@pfmguam.com)

Follow-up Email by JC
Time: 4:00 PM (Immediately after JC's email from Alon Elamparo having trouble accessing the attachment)
Action: JC sent a follow-up email to assist with access issues.
Recipients and CC: Same as above.

Expanded Distribution by JC
Time: 4:22 PM
Action: JC sent the same email to an expanded list.
Recipients:
kier.cubalan@coretechintl.com
jessica@pdsguam.com
darren.palmes@pacificrimgc.com
Sangcalalang@gmail.com
studiojaeji@gmail.com
seluzano@gmail.com
Lacee Martinez (Guerrero) lacee.guerrero@pfmguam.com
flores.lani@gmail.com
Tiffani Lee Cruz leecruz@easternpacificec.com
arnoldfelizardo@futureworldguam.com
admin@maseconstructionguam.com
davidsuwon@gmail.com
Robert Marzan rmarzan@bmesons.com
Phil Roberto roberto.phil@gmail.com
Cedric Cruz ccruz@traguam.com
Austinsuva@tri-spec.com
cpanergo.tri-spec@gmail.com
ramir.javelosasr@coretechintl.com
eprudente@trma.com
jesse.munox@morricoequipment.com
jpaguigan@yahoo.com
Gene Bangayan genebangayan@jbmoderntech.com
jeff@pdsguam.com

Gmail

Erica Taitano <erica.taitano@dpw.guam.gov>

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

32 messages

Erica Taitano <erica.taitano@dpw.guam.gov> Wed, Apr 30, 2025 at 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, "jessica@pdsguam.com" <jessica@pdsguam.com>, darren.palmes@pacificrimgc.com, "SangCalalang@gmail.com" <SangCalalang@gmail.com>, "studiojaeji@gmail.com" <studiojaeji@gmail.com>, seluzano@gmail.com, lacee.guerrero@pfmguam.com, "flores.lani@gmail.com" <flores.lani@gmail.com>, arnoldfelizardo@futureworldguam.com, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, jpaguigan@yahoo.com, Gene Bangayan <GeneBangayan@jbmoderntech.com>, "roberto.phil@gmail.com" <roberto.phil@gmail.com>, "davidsuwon@gmail.com" <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <Eprudente@traguam.com>, jesse.munoz@morricoequipment.com, "jeff@pdsguam.com" <jeff@pdsguam.com>, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, "apanergo.trispec@gmail.com" <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

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Ground Floor, TMC Building, Department of Public Works (DPW)

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If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

--
Erica Taitano
Management Analyst IV,
Capital Improvement Projects
Department of Public Works
(671) 649-3104
Email: Erica.Taitano@dpw.guam.gov

2 attachments

NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, LEASE,LEASEBACK & INSURE,CAPITAL MAINTENANCE (FDDBLM) ADDENDUM NO. 1.pdf
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SSHS Addendum No. 1 - signed.pdf
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Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 6:59 PM
To: erica.taitano@dpw.guam.gov

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking the recipient's
email address for typos or unnecessary spaces. For more information, go to https://support.google.com/mail/?
p=NoSuchUser 98e67ed59e1d1-309ee877cd5sor8661321a91.8 - gsmtp
```

Final-Recipient: rfc822; cpanergo.tri-spec@gmail.com
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try
550-5.1.1 double-checking the recipient's email address for typos or
550-5.1.1 unnecessary spaces. For more information, go to
550 5.1.1 https://support.google.com/mail/?p=NoSuchUser 98e67ed59e1d1-309ee877cd5sor8661321a91.8 - gsmtp
Last-Attempt-Date: Wed, 30 Apr 2025 01:59:44 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 6:59 PM
To: erica.taitano@dpw.guam.gov

Address not found

Your message wasn't delivered to **glenlg@ssfm.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [BN3USG02FT010.eop-usg02.itar.protection.office365.us
2025-04-30T08:59:45.399Z 08DD84AF47DEBD4C]
```

Final-Recipient: rfc822; glenlg@ssfm.com
Action: failed
Status: 5.4.1
Remote-MTA: dns; ssfm.mail.protection.office365.us. (23.103.199.138, the server for the domain ssfm.com.)
Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [BN3USG02FT010.eop-usg02.itar.protection.office365.us 2025-04-30T08:59:45.399Z 08DD84AF47DEBD4C]
Last-Attempt-Date: Wed, 30 Apr 2025 01:59:45 -0700 (PDT)

noname
5K

Erica Taitano <erica.taitano@dpw.guam.gov> Wed, Apr 30, 2025 at 7:01 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>

[Quoted text hidden]

2 attachments

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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
[Quoted text hidden]

Ken San Nicolas <ken.sn@pfmguam.com> Wed, Apr 30, 2025 at 9:51 PM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

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@pfmguam.com

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

Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com> Thu, May 1, 2025 at 1:16 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Thank you. Received.

On Wed, Apr 30, 2025 at 6:59 PM Erica Taitano <erica.taitano@dpw.guam.gov> wrote:
[Quoted text hidden]

Richard Chi <chi@futureworldguam.com> Thu, May 1, 2025 at 2:15 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Ms. Erica Taitano,

Received and thank you.

Richard Chi
Future World Corporation

Sent from my Galaxy

-------- Original message ———
From: Erica Taitano <erica.taitano@dpw.guam.gov>
Date: 4/30/25 6:59 PM (GMT+10:00)
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, SangCalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, lacee.guerrero@pfmguam.com, flores.lani@gmail.com, arnoldfelizardo@futureworldguam.com, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, jpaguigan@yahoo.com, Gene Bangayan <GeneBangayan@jbmoderntech.com>, roberto.phil@gmail.com, davidsuwon@gmail.com, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <Eprudente@traguam.com>, jesse.munoz@morricoequipment.com, jeff@pdsguam.com, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

[Quoted text hidden]

Glenn Leon Guerrero <gguerrero@ssfm.com> Thu, May 1, 2025 at 4:22 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

received. Thank you Erica.

Get Outlook for iOS

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 7:01:31 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Subject: Fwd: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

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Christina Leon Guerrero <christina.lg@morricoequipment.com> Thu, May 1, 2025 at 8:10 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Received with thanks.

Regards,

Christina Leon Guerrero
Rental Sales Manager
C:(671) 683-6867
O:(671) 649-1946

MORRICO EQUIPMENT
5 YEARS
197 Ypao Road, Tamuning Guam 96913
671.649.1946
morricoequipment.com
atkinskroll

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com <kier.cubalan@coretechintl.com>; jessica@pdsguam.com <jessica@pdsguam.com>; darren.palmes@pacificrimgc.com <darren.palmes@pacificrimgc.com>; SangCalalang@gmail.com <SangCalalang@gmail.com>; studiojaeji@gmail.com <studiojaeji@gmail.com>; seluzano@gmail.com <seluzano@gmail.com>; lacee.guerrero@pfmguam.com <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com <flores.lani@gmail.com>; arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com>; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com <jpaguigan@yahoo.com>; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com <roberto.phil@gmail.com>; davidsuwon@gmail.com <davidsuwon@gmail.com>; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com <austinesuva@tri-spec.com>; cpanergo.tri-spec@gmail.com <cpanergo.tri-spec@gmail.com>; ramir.javelosasr@coretechintl.com <ramir.javelosasr@coretechintl.com>; Elmer Prudente <Eprudente@traguam.com>; Jesse Munoz <jesse.munoz@morricoequipment.com>; jeff@pdsguam.com <jeff@pdsguam.com>; rodilpalomares@futureworldguam.com <rodilpalomares@futureworldguam.com>; esalvador@triconcorp.com <esalvador@triconcorp.com>; chi@futureworldguam.com <chi@futureworldguam.com>; Christina Leon Guerrero <christina.lg@morricoequipment.com>; msanlybaladad@engeo.com <msanlybaladad@engeo.com>; tjoo@easternpacificec.com <tjoo@easternpacificec.com>; itulop.catalystguam@usa.com <itulop.catalystguam@usa.com>; ken.sn@pfmguam.com <ken.sn@pfmguam.com>; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com <glenlg@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Thu, May 1, 2025 at 9:52 AM
To: "j.cortez@ncmacario.com" <j.cortez@ncmacario.com>, "cpanergo.trispec@gmail.com" <cpanergo.trispec@gmail.com>

---------- Forwarded message ---------
From: **Erica Taitano** <erica.taitano@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 6:59 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, <kier.cubalan@coretechintl.com>, jessica@pdsguam.com <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, SangCalalang@gmail.com <SangCalalang@gmail.com>, studiojaeji@gmail.com <studiojaeji@gmail.com>, <seluzano@gmail.com>, <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com <flores.lani@gmail.com>, <arnoldfelizardo@futureworldguam.com>, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, <jpaguigan@yahoo.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, roberto.phil@gmail.com <roberto.phil@gmail.com>, davidsuwon@gmail.com <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <austinesuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, Elmer Prudente <Eprudente@traguam.com>, <jesse.munoz@morricoequipment.com>, jeff@pdsguam.com <jeff@pdsguam.com>, <rodilpalomares@futureworldguam.com>, <esalvador@triconcorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <itulop.catalystguam@usa.com>, <ken.sn@pfmguam.com>, Philip Park <philip.park@easternpacificec.com>, apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, <glenlg@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>

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[Quoted text hidden]

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MASE Admin <admin@maseconstructionguam.com> Thu, May 1, 2025 at 10:36 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Cc: John Calanayan <john.calanayan@dpw.guam.gov>, tess ampong <tess_ampong@yahoo.com>, tess.esma@maseconstructionguam.com, ferdi.lazaga@maseconstructionguam.com, fmlazaga@yahoo.com

Hi Erica,

Acknowledging receipt, thank you!

Best Regards,
MASE Admin
Sent from my iPhone

> On Apr 30, 2025, at 6:59 PM, Erica Taitano <erica.taitano@dpw.guam.gov> wrote:
>
> [Quoted text hidden]

2 attachments

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Darren Palmes <darren.palmes@pacificrimgc.com> Thu, May 1, 2025 at 10:41 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Hi Erica,

Confirming receipt of this email.

Thank you.

Kind regards,

Darren W. Palmes
Marketing and Organizational Development Coordinator
M. +1 (671) 797-5273 | O. +1 (671) 989-9960
Ste.308 Baltej Pavilion | 415 Chalan San Antonio | Tamuning, Guam 96913
www.pacificrimgc.com

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From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com <kier.cubalan@coretechintl.com>; jessica@pdsguam.com <jessica@pdsguam.com>; Darren Palmes <darren.palmes@pacificrimgc.com>; SangCalalang@gmail.com <SangCalalang@gmail.com>; studiojaeji@gmail.com <studiojaeji@gmail.com>; seluzano@gmail.com <seluzano@gmail.com>; lacee.guerrero@pfmguam.com <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com <flores.lani@gmail.com>; arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com>; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com <jpaguigan@yahoo.com>; Gene Bangayan <GeneBangayan@jbmoderntech.com>;

roberto.phil@gmail.com <roberto.phil@gmail.com>; davidsuwon@gmail.com <davidsuwon@gmail.com>; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com <austinesuva@tri-spec.com>; cpanergo.tri-spec@gmail.com <cpanergo.tri-spec@gmail.com>; ramir.javelosasr@coretechintl.com <ramir.javelosasr@coretechintl.com>; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com <jesse.munoz@morricoequipment.com>; jeff@pdsguam.com <jeff@pdsguam.com>; rodilpalomares@futureworldguam.com <rodilpalomares@futureworldguam.com>; esalvador@triconcorp.com <esalvador@triconcorp.com>; chi@futureworldguam.com <chi@futureworldguam.com>; christina.lg@morricoequipment.com <christina.lg@morricoequipment.com>; msanlybaladad@engeo.com <msanlybaladad@engeo.com>; tjoo@easternpacificec.com <tjoo@easternpacificec.com>; itulop.catalystguam@usa.com <itulop.catalystguam@usa.com>; ken.sn@pfmguam.com <ken.sn@pfmguam.com>; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com <glenlg@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

You don't often get email from erica.taitano@dpw.guam.gov. Learn why this is important

[Quoted text hidden]

---

jacinto paguigan <jpaguigan@yahoo.com> Thu, May 1, 2025 at 11:16 AM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, "jessica@pdsguam.com" <jessica@pdsguam.com>, darren.palmes@pacificrimgc.com, "SangCalalang@gmail.com" <sangcalalang@gmail.com>, "studiojaeji@gmail.com" <studiojaeji@gmail.com>, seluzano@gmail.com, lacee.guerrero@pfmguam.com, "flores.lani@gmail.com" <flores.lani@gmail.com>, arnoldfelizardo@futureworldguam.com, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, "roberto.phil@gmail.com" <roberto.phil@gmail.com>, "davidsuwon@gmail.com" <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <eprudente@traguam.com>, jesse.munoz@morricoequipment.com, "jeff@pdsguam.com" <jeff@pdsguam.com>, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, "apanergo.trispec@gmail.com" <apanergo.trispec@gmail.com>, Erica Taitano <erica.taitano@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>

Hi Ms. Erica;

Confirming receipt of your email.
Please reply upon receipt of this confirmation.

Thank you.

Regards,
Jacinto Paguigan
J&B Moderntech

On Wednesday, April 30, 2025 at 06:59:47 PM GMT+10, Erica Taitano <erica.taitano@dpw.guam.gov> wrote:

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.pôppppp

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Thank you for your attention and cooperation.

Si Yu'us Ma'ase
[Quoted text hidden]

Jae Ji <studiojaeji@gmail.com> Thu, May 1, 2025 at 11:31 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

RECEIVED.
[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Thu, May 1, 2025 at 11:34 AM
To: Skyler Suarez <skyler.suarez@dpw.guam.gov>

---------- Forwarded message ---------
From: **Erica Taitano** <erica.taitano@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 6:59 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, <kier.cubalan@coretechintl.com>, jessica@pdsguam.com <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, SangCalalang@gmail.com <SangCalalang@gmail.com>, studiojaeji@gmail.com <studiojaeji@gmail.com>, <seluzano@gmail.com>, <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com <flores.lani@gmail.com>, <arnoldfelizardo@futureworldguam.com>, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, <jpaguigan@yahoo.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, roberto.phil@gmail.com <roberto.phil@gmail.com>, davidsuwon@gmail.com <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <austinesuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, Elmer Prudente <Eprudente@traguam.com>, <jesse.munoz@morricoequipment.com>, jeff@pdsguam.com <jeff@pdsguam.com>, <rodilpalomares@futureworldguam.com>, <esalvador@triconcorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <itulop.catalystguam@usa.com>, <ken.sn@pfmguam.com>, Philip Park <philip.park@easternpacificec.com>, apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, <glenlg@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>

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[Quoted text hidden]

2 attachments

NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, LEASE,LEASEBACK & INSURE,CAPITAL MAINTENANCE (FDDBLM) ADDENDUM NO. 1.pdf
452K

SSHS Addendum No. 1 - signed.pdf
4375K

Leila Ludwig <lludwig@ssfm.com> Thu, May 1, 2025 at 12:48 PM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Hi Erica,

Could you please forward me the latest confirmed receipt thread you have regarding Addendum I?

Thank you,

Leila Ludwig | Project Coordinator

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

D 808.913.0362

lludwig@ssfm.com| www.ssfm.com

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; SangCalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; lacee.guerrero@pfmguam.com; flores.lani@gmail.com; arnoldfelizardo@futureworldguam.com; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com; davidsuwon@gmail.com; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com; jeff@pdsguam.com; rodilpalomares@futureworldguam.com; esalvador@triconcorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; itulop.catalystguam@usa.com; ken.sn@pfmguam.com; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

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

Håfa Adai Proposers,

[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Thu, May 1, 2025 at 1:32 PM
To: Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Thu, May 1, 2025 at 1:32 PM
To: Leila Ludwig <lludwig@ssfm.com>

——— Forwarded message ———
From: **jacinto paguigan** <jpaguigan@yahoo.com>
Date: Thu, May 1, 2025 at 11:16 AM
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, <kier.cubalan@coretechintl.com>, jessica@pdsguam.com <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, SangCalalang@gmail.com <sangcalalang@gmail.com>, studiojaeji@gmail.com <studiojaeji@gmail.com>, <seluzano@gmail.com>, <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com <flores.lani@gmail.com>, <arnoldfelizardo@futureworldguam.com>, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, roberto.phil@gmail.com <roberto.phil@gmail.com>, davidsuwon@gmail.com <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <austinesuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, Elmer Prudente <eprudente@traguam.com>, <jesse.munoz@morricoequipment.com>, jeff@pdsguam.com <jeff@pdsguam.com>, <rodilpalomares@futureworldguam.com>, <esalvador@triconcorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <itulop.catalystguam@usa.com>, <ken.sn@pfmguam.com>, Philip Park <philip.park@easternpacificec.com>, apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>, Erica Taitano <erica.taitano@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, <glenlg@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>

[Quoted text hidden]
[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Thu, May 1, 2025 at 1:32 PM
To: Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

---

austinesuva@tri-spec.com <austinesuva@tri-spec.com> Thu, May 1, 2025 at 2:17 PM
To: Erica Taitano <erica.taitano@dpw.guam.gov>, apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>

Hello Ma'am,

Email received and acknowledged. Thank you and have a wonderful rest of your day.

Very Respectfully,

Austine P. Suva

O: 671-637-7321

M: 671-864-9123

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; SangCalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; lacee.guerrero@pfmguam.com; flores.lani@gmail.com; arnoldfelizardo@futureworldguam.com; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com; davidsuwon@gmail.com; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com; jeff@pdsguam.com; rodilpalomares@futureworldguam.com; esalvador@triconcorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; itulop.catalystguam@usa.com; ken.sn@pfmguam.com; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

[Quoted text hidden]
[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, May 1, 2025 at 9:03 PM
To: erica.taitano@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **esalvador@triconcorp.com**. Gmail will retry for 45 more hours. You'll be notified if the delivery fails permanently.

LEARN MORE

The response was:

The recipient server did not accept our requests to connect. For more information, go to https://support.google.com/mail/answer/7720 [triconcorp.com 3.140.13.188: timed out] [triconcorp.com 18.119.154.66: timed out]

Final-Recipient: rfc822; esalvador@triconcorp.com
Action: delayed
Status: 4.4.1
Diagnostic-Code: smtp; The recipient server did not accept our requests to connect. For more information, go to https://support.google.com/mail/answer/7720
[triconcorp.com 3.140.13.188: timed out]
[triconcorp.com 18.119.154.66: timed out]
Last-Attempt-Date: Thu, 01 May 2025 04:03:59 -0700 (PDT)
Will-Retry-Until: Sat, 03 May 2025 01:59:41 -0700 (PDT)

noname
5K

Phil Roberto <roberto.phil@gmail.com> Fri, May 2, 2025 at 10:30 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Addendum No. 1 received by General Pacific Services and CapFA

On Wed, Apr 30, 2025 at 6:59 PM Erica Taitano <erica.taitano@dpw.guam.gov> wrote:
[Quoted text hidden]

Iesha Tulop <itulop.catalystguam@usa.com> Fri, May 2, 2025 at 10:41 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>
Cc: Tiffani Lee Cruz <leecruz@easternpacificec.com>, kler.cubalan@coretechintl.com, "jessica@pdsguam.com" <jessica@pdsguam.com>, darren.palmes@pacificrimgc.com, "SangCalalang@gmail.com" <SangCalalang@gmail.com>, "studiojaeji@gmail.com" <studiojaeji@gmail.com>, seluzano@gmail.com, lacee.guerrero@pfmguam.com, "flores.lani@gmail.com" <flores.lani@gmail.com>, arnoldfelizardo@futureworldguam.com,

MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, jpaguigan@yahoo.com, Gene Bangayan <GeneBangayan@jbmoderntech.com>, "roberto.phil@gmail.com" <roberto.phil@gmail.com>, "davidsuwon@gmail.com" <davidsuwon@gmail.com>, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <Eprudente@traguam.com>, jesse.munoz@morricoequipment.com, "jeff@pdsguam.com" <jeff@pdsguam.com>, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, "apanergo.trispec@gmail.com" <apanergo.trispec@gmail.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>

Hi Ms. Erica~

Received and confirmed with thanks!

Kind regards,

Iesha Tulop
Admin Assistant
Design Core Solutions
Office: (671) 300-7695
WhatsApp: (671) 997-4306
One Tanaka Building, Suite 201
973 South Marine Corps Drive
Tamuning, Guam 96913

> **Sent:** Wednesday, April 30, 2025 at 6:59 PM
> **From:** "Erica Taitano" <erica.taitano@dpw.guam.gov>
> **To:** "Tiffani Lee Cruz" <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, "jessica@pdsguam.com" <jessica@pdsguam.com>, darren.palmes@pacificrimgc.com, "SangCalalang@gmail.com" <SangCalalang@gmail.com>, "studiojaeji@gmail.com" <studiojaeji@gmail.com>, seluzano@gmail.com, lacee.guerrero@pfmguam.com, "flores.lani@gmail.com" <flores.lani@gmail.com>, arnoldfelizardo@futureworldguam.com, "MASE Admin" <admin@maseconstructionguam.com>, "Robert Marzan" <rmarzan@bmesons.com>, jpaguigan@yahoo.com, "Gene Bangayan" <GeneBangayan@jbmoderntech.com>, "roberto.phil@gmail.com" <roberto.phil@gmail.com>, "davidsuwon@gmail.com" <davidsuwon@gmail.com>, "Cedric Cruz" <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, "Elmer Prudente" <Eprudente@traguam.com>, jesse.munoz@morricoequipment.com, "jeff@pdsguam.com" <jeff@pdsguam.com>, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, "Philip Park" <philip.park@easternpacificec.com>, "apanergo.trispec@gmail.com" <apanergo.trispec@gmail.com>
> **Cc:** "Linda Ibanez" <linda.ibanez@dpw.guam.gov>, "Vince Arriola" <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, "Leila Ludwig" <lludwig@ssfm.com>, "John Calanayan" <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>
> **Subject:** New SSHS - Addendum I Project No. 730-5-1059-L-YIG
>
> Håfa Adai Proposers,
> [Quoted text hidden]
> [Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Fri, May 2, 2025 at 10:48 AM
To: Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

Jeff Tester <jeff@pdsguam.com> Fri, May 2, 2025 at 11:19 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, kier.cubalan@coretechintl.com, Jessica Rae Esguerra <jessica@pdsguam.com>, darren.palmes@pacificrimgc.com, SangCalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, lacee.guerrero@pfmguam.com, flores.lani@gmail.com, arnoldfelizardo@futureworldguam.com, MASE Admin <admin@maseconstructionguam.com>, Robert Marzan <rmarzan@bmesons.com>, jpaguigan@yahoo.com, Gene Bangayan <GeneBangayan@jbmoderntech.com>, roberto.phil@gmail.com, davidsuwon@gmail.com, Cedric Cruz <ccruz@traguam.com>, austinesuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, Elmer Prudente <Eprudente@traguam.com>, jesse.munoz@morricoequipment.com, rodilpalomares@futureworldguam.com, esalvador@triconcorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, itulop.catalystguam@usa.com, ken.sn@pfmguam.com, Philip Park <philip.park@easternpacificec.com>, apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, glenlg@ssfm.com, Leila Ludwig <lludwig@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>

Hi Erica,

Acknowledged.

Best regards,

Jeff Tester

Senior Project Manager

Pacific Data Systems | 671.300.0203 Direct | 671.300.0265 Fax | jeff@pdsguam.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; SangCalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; lacee.guerrero@pfmguam.com; flores.lani@gmail.com; arnoldfelizardo@futureworldguam.com; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com; davidsuwon@gmail.com; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com; jeff@pdsguam.com; rodilpalomares@futureworldguam.com; esalvador@triconcorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; itulop.catalystguam@usa.com; ken.sn@pfmguam.com; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Hâfa Adai Proposers,

[Quoted text hidden]
[Quoted text hidden]

Robert Marzan <rmarzan@bmesons.com> Fri, May 2, 2025 at 11:19 AM
To: Erica Taitano <erica.taitano@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Rai Galang <raigalang@bmesons.com>

Hi Ms. Erica,

This is to acknowledge the receipt of your email.

While we truly appreciate receiving these updates from your team, we regret to formally inform you that we will no longer be participating in the bidding for this project. As previously communicated via text message a few weeks ago, our bidding capacity is nearing its limit. Unfortunately, this restricts our ability to take on large-scale projects at this time, particularly during this period.

Please be informed that we remain interested to upcoming projects of DPW, and we kindly requests that you continue to consider us for any of your future projects that may align with our capacity and expertise.

Hoping for your kind understanding.

Thank you and best regards,

ROBERT MARZAN, JR.

Project Estimator

BME & Sons, Inc.

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 6:59 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; SangCalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; lacee.guerrero@pfmguam.com; flores.lani@gmail.com; arnoldfelizardo@futureworldguam.com; MASE Admin <admin@maseconstructionguam.com>; Robert Marzan <rmarzan@bmesons.com>; jpaguigan@yahoo.com; Gene Bangayan <GeneBangayan@jbmoderntech.com>; roberto.phil@gmail.com; davidsuwon@gmail.com; Cedric Cruz <ccruz@traguam.com>; austinesuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; Elmer Prudente <Eprudente@traguam.com>; jesse.munoz@morricoequipment.com; jeff@pdsguam.com; rodilpalomares@futureworldguam.com; esalvador@triconcorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; itulop.catalystguam@usa.com; ken.sn@pfmguam.com; Philip Park <philip.park@easternpacificec.com>; apanergo.trispec@gmail.com
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vince Arriola <vince.arriola@dpw.guam.gov>; glenlg@ssfm.com; Leila Ludwig <lludwig@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

[Quoted text hidden]
[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Fri, May 2, 2025 at 12:33 PM
To: Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

Erica Taitano <erica.taitano@dpw.guam.gov> Fri, May 2, 2025 at 12:33 PM
To: Leila Ludwig <lludwig@ssfm.com>

——— Forwarded message ———
From: **Robert Marzan** <rmarzan@bmesons.com>
Date: Fri, May 2, 2025 at 11:19 AM
Subject: RE: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

Leila Ludwig <lludwig@ssfm.com> Fri, May 2, 2025 at 1:25 PM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

Leila Ludwig reacted to your message:

From: Erica Taitano <erica.taitano@dpw.guam.gov>
Sent: Friday, May 2, 2025 2:33:39 AM
To: Leila Ludwig <lludwig@ssfm.com>
Subject: Fwd: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

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

[Quoted text hidden]
[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Fri, May 2, 2025 at 8:24 PM
To: erica.taitano@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **esalvador@triconcorp.com**. Gmail will retry for 22 more hours. You'll be notified if the delivery fails permanently.

LEARN MORE

The response was:

```
The recipient server did not accept our requests to connect. For more information, go to https://support.google.com/mail/answer/7720 [triconcorp.com 52.71.57.184: timed out] [triconcorp.com 54.209.32.212: timed out]
```

Final-Recipient: rfc822; esalvador@triconcorp.com
Action: delayed
Status: 4.4.1
Diagnostic-Code: smtp; The recipient server did not accept our requests to connect. For more information, go to https://support.google.com/mail/answer/7720
[triconcorp.com 52.71.57.184: timed out]
[triconcorp.com 54.209.32.212: timed out]
Last-Attempt-Date: Fri, 02 May 2025 03:24:34 -0700 (PDT)
Will-Retry-Until: Sat, 03 May 2025 01:59:41 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Sat, May 3, 2025 at 8:44 PM
To: erica.taitano@dpw.guam.gov

Message not delivered

There was a problem delivering your message to **esalvador@triconcorp.com**. See the technical details below.

LEARN MORE

The response was:

The recipient server did not accept our requests to connect. For more information, go to https://support.google.com/mail/answer/7720 [triconcorp.com 34.205.242.146: timed out] [triconcorp.com 54.161.222.85: timed out]

Final-Recipient: rfc822; esalvador@triconcorp.com
Action: failed
Status: 4.4.1
Diagnostic-Code: smtp; The recipient server did not accept our requests to connect. For more information, go to https://support.google.com/mail/answer/7720
[triconcorp.com 34.205.242.146: timed out]
[triconcorp.com 54.161.222.85: timed out]
Last-Attempt-Date: Sat, 03 May 2025 03:44:33 -0700 (PDT)

noname
5K

Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Sat, 03 May 2025 01:56:20 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Sat, May 3, 2025 at 9:05 PM
To: john.calanayan@dpw.guam.gov

[Quoted text hidden]

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: failed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Sat, 03 May 2025 04:05:12 -0700 (PDT)

noname
5K

John F. Calanayan <john.calanayan@dpw.guam.gov> Tue, Jun 17, 2025 at 10:18 AM
To: Leila Ludwig <lludwig@ssfm.com>

--------- Forwarded message ---------
From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:22 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: <kier.cubalan@coretechintl.com>, <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, <Sangcalalang@gmail.com>, <studiojaeji@gmail.com>, <seluzano@gmail.com>, Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>, <flores.lani@gmail.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, <arnoldfelizardo@futureworldguam.com>, <admin@maseconstructionguam.com>, <davidsuwon@gmail.com>, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <Austinsuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, <eprudente@trma.com>, <jesse.munox@morricoequipment.com>, <jpaguigan@yahoo.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, <jeff@pdsguam.com>, <j.cortez@ncmacario.com>, <rodilpacomares@futureworldguam.com>, <cdmasnayon@gdoe.net>, <apanergo.trispec@gmail.com>, <itulop.catalystguam@usa.com>, <philip.park@easterpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, <esalvador@tridoncorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <desalvador@tridoncorp.com>, <philsan.k@pfmguam.com>, <marvin.isidro@pfmguam.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 22 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Fri, 02 May 2025 00:40:31 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:23:51 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Fri, May 2, 2025 at 9:42 PM
To: john.calanayan@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 18 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com

Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Fri, 02 May 2025 04:42:11 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:32:31 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Sat, May 3, 2025 at 4:39 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **desalvador@tridoncorp.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: failed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Fri, 02 May 2025 23:39:40 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Sat, May 3, 2025 at 6:56 PM
To: john.calanayan@dpw.guam.gov

[Quoted text hidden]

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: failed

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Thu, May 1, 2025 at 5:50 PM
To: <john.calanayan@dpw.guam.gov>

Delivery incomplete

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 46 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Thu, May 1, 2025 at 5:52 PM
To: <john.calanayan@dpw.guam.gov>

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Thu, May 1, 2025 at 6:29 PM
To: <john.calanayan@dpw.guam.gov>

4 attachments

icon.png
4K

noname
6K

250430 SSHS Addendum I - signed.pdf
7210K

250430 SSHS Addendum I - signed.pdf
7210K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Fri, May 2, 2025 at 5:20 PM
To: john.calanayan@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 23 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:
[Quoted text hidden]

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Fri, 02 May 2025 00:20:45 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:22:34 -0700 (PDT)

---

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Fri, May 2, 2025 at 5:40 PM
To: john.calanayan@dpw.guam.gov

Delivery incomplete

Address not found

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table
```

From: **Mail Delivery System** <Mailer-Daemon@eigbox.net>
Date: Wed, Apr 30, 2025 at 4:22 PM
To: <john.calanayan@dpw.guam.gov>

This message was created automatically by mail delivery software.

A message that you sent could not be delivered to one or more of its recipients. This is a permanent error. The following address(es) failed:

bounce@ipage.com
(generated from rodilpacomares@futureworldguam.com)
There is no one at this address

From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:23 PM
To: <kier.cubalan@coretechintl.com>, <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, <Sangcalalang@gmail.com>, <studiojaeji@gmail.com>, <seluzano@gmail.com>, Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>, <flores.lani@gmail.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, <arnoldfelizardo@futureworldguam.com>, <admin@maseconstructionguam.com>, <davidsuwon@gmail.com>, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <Austinsuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, <eprudente@trma.com>, <jesse.munox@morricoequipment.com>, <jpaguigan@yahoo.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, <jeff@pdsguam.com>, <j.cortez@ncmacario.com>, <rodilpacomares@futureworldguam.com>, <cdmasnayon@gdoe.net>, <apanergo.trispec@gmail.com>, <itulop.catalystguam@usa.com>, <philip.park@easterpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, <esalvador@tridoncorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <desalvador@tridoncorp.com>, <philsan.k@pfmguam.com>, <marvin.isidro@pfmguam.com>

Please see the Addendum I attached.

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>

unable to receive mail.

LEARN MORE

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking
the recipient's email address for typos or unnecessary spaces. For more information, go to
https://support.google.com/mail/?p=NoSuchUser 00721157ae682-708ae0c1b1fsor3842767b3.8 - gsmtp
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:22 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name
not found: easterpacificec.com For more information, go to https://support.google.com/mail/?
p=BadRcptDomain
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:22 PM
To: <john.calanayan@dpw.guam.gov>

go to https://www.rfc-editor.org/info/rfc7505

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:23 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:23 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

Date: Wed, Apr 30, 2025 at 4:23 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking
the recipient's email address for typos or unnecessary spaces. For more information, go to
https://support.google.com/mail/?p=NoSuchUser 3f1490d57ef6-e7304db5382sor5637712276.3 - gsmtp
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:23 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

▲*This link will take you to a third-party site*

The response was:

```
DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com
doesn't receive email according to the administrator: returned Null MX. For more information,
```

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:32 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:32 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response from the remote server was:

```
550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table
```

From: **Mail Delivery System** <Mailer-Daemon@eigbox.net>
Date: Wed, Apr 30, 2025 at 4:24 PM
To: <john.calanayan@dpw.guam.gov>

From: **Mail Delivery Subsystem** <MAILER-DAEMON@mx08-00031601.pphosted.com>
Date: Wed, Apr 30, 2025 at 4:24 PM
To: <john.calanayan@dpw.guam.gov>

The original message was received at Wed, 30 Apr 2025 06:22:36 GMT
from m0360528.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C]

From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:32 PM
To: <kier.cubalan@coretechintl.com>, <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, <Sangcalalang@gmail.com>, <studiojaeji@gmail.com>, <seluzano@gmail.com>, Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>, <flores.lani@gmail.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, <arnoldfelizardo@futureworldguam.com>, <admin@maseconstructionguam.com>, <davidsuwon@gmail.com>, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <Austinsuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, <eprudente@trma.com>, <jesse.munox@morricoequipment.com>, <jpaguigan@yahoo.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, <jeff@pdsguam.com>, <j.cortez@ncmacario.com>, <rodilpacomares@futureworldguam.com>, <cdmasnayon@gdoe.net>, <apanergo.trispec@gmail.com>, <itulop.catalystguam@usa.com>, <philip.park@easterpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, <esalvador@tridoncorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <desalvador@tridoncorp.com>, <philsan.k@pfmguam.com>, <marvin.isidro@pfmguam.com>

Please see Addendum Attached.

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table
```

From: **Mail Delivery System** <Mailer-Daemon@eigbox.net>
Date: Wed, Apr 30, 2025 at 4:32 PM
To: <john.calanayan@dpw.guam.gov>

From: **Mail Delivery Subsystem** <MAILER-DAEMON@mx07-00031601.pphosted.com>
Date: Wed, Apr 30, 2025 at 4:34 PM
To: <john.calanayan@dpw.guam.gov>

The original message was received at Wed, 30 Apr 2025 06:26:38 GMT
from m0109213.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363]

---------- Forwarded message ----------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking
the recipient's email address for typos or unnecessary spaces. For more information, go to
https://support.google.com/mail/?p=NoSuchUser 00721157ae682-70841acb2f6sor85468357b3.10 - gsmtp
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:32 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

⚠ *This link will take you to a third-party site*

The response was:

```
DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com
doesn't receive email according to the administrator: returned Null MX. For more information,
go to https://www.rfc-editor.org/info/rfc7505
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:32 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-4469 | Email: kier.cubalan@coretechintl.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:22 PM
To: Kier Cubalan <kier.cubalan@coretechintl.com>; jessica@pdsguam.com; darren.palmes@pacificrimgc.com ; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; Ramir Javelosa Sr <ramir.javelosasr@coretechintl.com>; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; Jeffrey Cortez <j.cortez@ncmacario.com>; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

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Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

<ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
Cc:
Bcc:
Date: Wed, 30 Apr 2025 16:23:28 +1000
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
Please see the Addendum I attached.

From: **Mail Delivery Subsystem** <MAILER-DAEMON@mx07-00031601.pphosted.com>
Date: Wed, Apr 30, 2025 at 4:34 PM
To: <john.calanayan@dpw.guam.gov>

The original message was received at Wed, 30 Apr 2025 06:32:41 GMT
from m0109213.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA]

From: **Kier Cubalan** <kier.cubalan@coretechintl.com>
Date: Wed, Apr 30, 2025 at 4:34 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Hi John,

Core Tech International confirms receipt of the email. Thank you and have a nice day!

Regards,

Kier Cubalan

CORE TECH INTERNATIONAL

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

arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; Ramir Javelosa Sr <ramir.javelosasr@coretechintl.com>; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; Jeffrey Cortez <j.cortez@ncmacario.com>; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

From: **Tiffani Lee Cruz** <leecruz@easternpacificec.com>
Date: Wed, Apr 30, 2025 at 4:37 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Hi John,

Acknowledged this receipt.

Thank you

Best Regards,

EASTERN

Ms. Lee Cruz
Proposal Manager
Eastern Pacific Engineering & Construction
Mobile: 671-453-9770
Email: leecruz@easternpacificec.com
easternpacificec.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:23 PM
To: kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com;

Please ensure you bring a USB drive if utilizing this option.

If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.

Si Yu'us Ma'ase

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From: **Alon Elamparo** <alon.elamparo@coretechintl.com>
Date: Wed, Apr 30, 2025 at 4:37 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

This is to confirm receipt of Addendum No. 1

Regards,

Alon M. Elamparo

CORE TECH INTERNATIONAL

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

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5030 | Email: alon.elamparo@coretechintl.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:32 PM
To: Kier Cubalan <kier.cubalan@coretechintl.com>; jessica@pdsguam.com; darren.palmes@pacificrimgc.com ; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>;

Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; j.cortez@ncmacario.com; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Please see the Addendum I attached.

From: **Jae Ji** <studiojaeji@gmail.com>
Date: Wed, Apr 30, 2025 at 5:13 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

RECEIVED.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

From: **lani flores** <flores.lani@gmail.com>
Date: Wed, Apr 30, 2025 at 6:29 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Confirming receipt.
Thank you

Best regards,

Lani Flores

113 ET Calvo Memorial Parkway Tamuning, Guam 96913
1-671-646-1571

From: **Richard Chi** <chi@futureworldguam.com>
Date: Thu, May 1, 2025 at 2:25 AM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Mr. Calabasas,

Received addendum I.

j.cortez@ncmacario.com; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; Timothy Joo <tjoo@easternpacificec.com>; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Please see the Addendum I attached.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

Håfa Adai Proposers,

From: **Ken San Nicolas** <ken.sn@pfmguam.com>
Date: Wed, Apr 30, 2025 at 4:37 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Confirming receipt of ONE amendment.

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

From: <arnoldfelizardo@futureworldguam.com>
Date: Wed, Apr 30, 2025 at 5:02 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Good Day Sir John,

We would like to confirm that we received this email.

Thank you

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:23 PM
To: kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com;

<jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

From: **MASE Admin** <admin@maseconstructionguam.com>
Date: Thu, May 1, 2025 at 10:34 AM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>
Cc: tess ampong <tess_ampong@yahoo.com>, <tess.esma@maseconstructionguam.com>, <ferdi.lazaga@maseconstructionguam.com>, <fmlazaga@yahoo.com>

Hi John,

Acknowledging receipt, thank you!

Best Regards,
MASE Admin
Sent from my iPhone

> On Apr 30, 2025, at 4:32 PM, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

From: **Iesha Tulop** <itulop.catalystguam@usa.com>
Date: Thu, May 1, 2025 at 3:29 PM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Received and confirmed with thanks!

Iesha Tulop
Administrative Officer
CATCON/ Design Core Solutions

> **Sent:** Wednesday, April 30, 2025 at 4:23 PM
> **From:** "John F. Calanayan" <john.calanayan@dpw.guam.gov>
> **To:** kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, "Tiffani Lee Cruz" <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, "Robert Marzan" <rmarzan@bmesons.com>, "Phil Roberto" <roberto.phil@gmail.com>, "Cedric Cruz" <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, "Gene Bangayan" <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, "Ken San Nicolas" <ken.sn@pfmguam.com>, "Alon Elamparo" <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
> **Subject:** Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Thank you.

Richard Chi
Future World Corporation.

Sent from my Galaxy

-------- Original message --------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

From: **Jeffrey Cortez** <j.cortez@ncmacario.com>
Date: Thu, May 1, 2025 at 9:55 AM
To: John F. Calanayan <john.calanayan@dpw.guam.gov>

Hi John,
Thank you and acknowledge receipt of your email.

Regards & Thank you
Jeffrey M. Cortez
N.C. Macario & Associates
Tel. (671) 646-0947 Fax. (671)646-0901

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:22 PM
To: kier.cubalan@coretechintl.com <kier.cubalan@coretechintl.com>; jessica@pdsguam.com <jessica@pdsguam.com>; darren.palmes@pacificrimgc.com <darren.palmes@pacificrimgc.com>; Sangcalalang@gmail.com <Sangcalalang@gmail.com>; studiojaeji@gmail.com <studiojaeji@gmail.com>; seluzano@gmail.com <seluzano@gmail.com>; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com <flores.lani@gmail.com>; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com>; admin@maseconstructionguam.com <admin@maseconstructionguam.com>; davidsuwon@gmail.com <davidsuwon@gmail.com>; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com <Austinsuva@tri-spec.com>; cpanergo.tri-spec@gmail.com <cpanergo.tri-spec@gmail.com>; ramir.javelosasr@coretechintl.com <ramir.javelosasr@coretechintl.com>; eprudente@trma.com <eprudente@trma.com>; jesse.munox@morricoequipment.com <jesse.munox@morricoequipment.com>; jpaguigan@yahoo.com <jpaguigan@yahoo.com>; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com <jeff@pdsguam.com>; Jeffrey Cortez <j.cortez@ncmacario.com>; rodilpacomares@futureworldguam.com <rodilpacomares@futureworldguam.com>; cdmasnayon@gdoe.net <cdmasnayon@gdoe.net>; apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>; itulop.catalystguam@usa.com <itulop.catalystguam@usa.com>; philip.park@easterpacificec.com <philip.park@easterpacificec.com>; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com <esalvador@tridoncorp.com>; chi@futureworldguam.com <chi@futureworldguam.com>; christina.lg@morricoequipment.com <christina.lg@morricoequipment.com>; msanlybaladad@engeo.com <msanlybaladad@engeo.com>; tjoo@easternpacificec.com <tjoo@easternpacificec.com>; desalvador@tridoncorp.com <desalvador@tridoncorp.com>; philsan.k@pfmguam.com <philsan.k@pfmguam.com>; marvin.isidro@pfmguam.com <marvin.isidro@pfmguam.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas

[Quoted text hidden]

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Thu, 01 May 2025 01:29:03 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:32:31 -0700 (PDT)

noname
5K

John F. Calanayan <john.calanayan@dpw.guam.gov> Fri, May 2, 2025 at 10:11 AM
To: Leila Ludwig <lludwig@ssfm.com>

FYI...

Forwarded Conversation

Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:22 PM
To: <kier.cubalan@coretechintl.com>, <jessica@pdsguam.com>, <darren.palmes@pacificrimgc.com>, <Sangcalalang@gmail.com>, <studiojaeji@gmail.com>, <seluzano@gmail.com>, Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>, <flores.lani@gmail.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, <arnoldfelizardo@futureworldguam.com>, <admin@maseconstructionguam.com>, <davidsuwon@gmail.com>, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, <Austinsuva@tri-spec.com>, <cpanergo.tri-spec@gmail.com>, <ramir.javelosasr@coretechintl.com>, <eprudente@trma.com>, <jesse.munox@morricoequipment.com>, <jpaguigan@yahoo.com>, Gene Bangayan <genebangayan@jbmoderntech.com>, <jeff@pdsguam.com>, <j.cortez@ncmacario.com>, <rodilpacomares@futureworldguam.com>, <cdmasnayon@gdoe.net>, <apanergo.trispec@gmail.com>, <itulop.catalystguam@usa.com>, <philip.park@easterpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, <esalvador@tridoncorp.com>, <chi@futureworldguam.com>, <christina.lg@morricoequipment.com>, <msanlybaladad@engeo.com>, <tjoo@easternpacificec.com>, <desalvador@tridoncorp.com>, <philsan.k@pfmguam.com>, <marvin.isidro@pfmguam.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:22 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE
▲This link will take you to a third-party site

The response was:

```
DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com
doesn't receive email according to the administrator: returned Null MX. For more information,
go to https://www.rfc-editor.org/info/rfc7505
```

From: **Mail Delivery Subsystem** <mailer-daemon@googlemail.com>
Date: Wed, Apr 30, 2025 at 4:22 PM
To: <john.calanayan@dpw.guam.gov>

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is

Cc: tess ampong <tess_ampong@yahoo.com>, tess.esma@maseconstructionguam.com, ferdi.lazaga@maseconstructionguam.com, fmlazaga@yahoo.com

Hi John,

Acknowledging receipt, thank you!

Best Regards,
MASE Admin
Sent from my iPhone

> On Apr 30, 2025, at 4:32 PM, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:
>
> [Quoted text hidden]

250430 SSHS Addendum I - signed.pdf
7210K

Iesha Tulop <itulop.catalystguam@usa.com> Thu, May 1, 2025 at 3:29 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Received and confirmed with thanks!

Iesha Tulop
Administrative Officer
CATCON/ Design Core Solutions

> **Sent:** Wednesday, April 30, 2025 at 4:23 PM
> **From:** "John F. Calanayan" <john.calanayan@dpw.guam.gov>
> **To:** kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, "Tiffani Lee Cruz" <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, "Robert Marzan" <rmarzan@bmesons.com>, "Phil Roberto" <roberto.phil@gmail.com>, "Cedric Cruz" <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, "Gene Bangayan" <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, "Ken San Nicolas" <ken.sn@pfmguam.com>, "Alon Elamparo" <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
> **Subject:** Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
>
> [Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, May 1, 2025 at 5:50 PM
To: john.calanayan@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 46 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Thu, 01 May 2025 00:50:33 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:22:34 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, May 1, 2025 at 5:52 PM
To: john.calanayan@dpw.guam.gov

[Quoted text hidden]

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Thu, 01 May 2025 00:52:31 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:23:51 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, May 1, 2025 at 6:29 PM
To: john.calanayan@dpw.guam.gov

Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; j.cortez@ncmacario.com; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Please see the Addendum I attached.

[Quoted text hidden]

Jae Ji <studiojaeji@gmail.com> Wed, Apr 30, 2025 at 5:12 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

RECEIVED.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:
[Quoted text hidden]

---

lani flores <flores.lani@gmail.com> Wed, Apr 30, 2025 at 6:29 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Confirming receipt.
Thank you

Best regards,

Lani Flores

113 ET Calvo Memorial Parkway Tamuning, Guam 96913
1-671-646-1571
[Quoted text hidden]

Richard Chi <chi@futureworldguam.com> Thu, May 1, 2025 at 2:25 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Mr. Calabasas,

Received addendum I.

Thank you.

Richard Chi
Future World Corporation.

Sent from my Galaxy

-------- Original message --------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
[Quoted text hidden]
[Quoted text hidden]

Jeffrey Cortez <j.cortez@ncmacario.com> Thu, May 1, 2025 at 9:55 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hi John,
Thank you and acknowledge receipt of your email.

Regards & Thank you
Jeffrey M. Cortez
N.C. Macario & Associates
Tel. (671) 646-0947 Fax. (671)646-0901

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:22 PM
To: kier.cubalan@coretechintl.com <kier.cubalan@coretechintl.com>; jessica@pdsguam.com <jessica@pdsguam.com>; darren.palmes@pacificrimgc.com <darren.palmes@pacificrimgc.com>; Sangcalalang@gmail.com <Sangcalalang@gmail.com>; studiojaeji@gmail.com <studiojaeji@gmail.com>; seluzano@gmail.com <seluzano@gmail.com>; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com <flores.lani@gmail.com>; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com>; admin@maseconstructionguam.com <admin@maseconstructionguam.com>; davidsuwon@gmail.com <davidsuwon@gmail.com>; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com <Austinsuva@tri-spec.com>; cpanergo.tri-spec@gmail.com <cpanergo.tri-spec@gmail.com>; ramir.javelosasr@coretechintl.com <ramir.javelosasr@coretechintl.com>; eprudente@trma.com <eprudente@trma.com>; jesse.munox@morricoequipment.com <jesse.munox@morricoequipment.com>; jpaguigan@yahoo.com <jpaguigan@yahoo.com>; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com <jeff@pdsguam.com>; Jeffrey Cortez <j.cortez@ncmacario.com>; rodilpacomares@futureworldguam.com <rodilpacomares@futureworldguam.com>; cdmasnayon@gdoe.net <cdmasnayon@gdoe.net>; apanergo.trispec@gmail.com <apanergo.trispec@gmail.com>; itulop.catalystguam@usa.com <itulop.catalystguam@usa.com>; philip.park@easterpacificec.com <philip.park@easterpacificec.com>; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com <esalvador@tridoncorp.com>; chi@futureworldguam.com <chi@futureworldguam.com>; christina.lg@morricoequipment.com <christina.lg@morricoequipment.com>; msanlybaladad@engeo.com <msanlybaladad@engeo.com>; tjoo@easternpacificec.com <tjoo@easternpacificec.com>; desalvador@tridoncorp.com <desalvador@tridoncorp.com>; philsan.k@pfmguam.com <philsan.k@pfmguam.com>; marvin.isidro@pfmguam.com <marvin.isidro@pfmguam.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,
[Quoted text hidden]

MASE Admin <admin@maseconstructionguam.com> Thu, May 1, 2025 at 10:33 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

<ramir.javelosasr@coretechintl.com>; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; Jeffrey Cortez <j.cortez@ncmacario.com>; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com

[Quoted text hidden]
[Quoted text hidden]

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.
[Quoted text hidden]

Tiffani Lee Cruz <leecruz@easternpacificec.com> Wed, Apr 30, 2025 at 4:37 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hi John,

Acknowledged this receipt.

Thank you

Best Regards,

EASTERN

Ms. Lee Cruz
Proposal Manager
Eastern Pacific Engineering & Construction
Mobile: [redacted]
Email: leecruz@easternpacificec.com
easternpacificec.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:23 PM
To: kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; ramir.javelosasr@coretechintl.com; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; j.cortez@ncmacario.com; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net;

apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; Timothy Joo <tjoo@easternpacificec.com>; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Please see the Addendum I attached.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

Håfa Adai Proposers,

[Quoted text hidden]

Ken San Nicolas <ken.sn@pfmguam.com> Wed, Apr 30, 2025 at 4:37 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Confirming receipt of ONE amendment.

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

---

arnoldfelizardo@futureworldguam.com <arnoldfelizardo@futureworldguam.com> Wed, Apr 30, 2025 at 5:02 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Good Day Sir John,

We would like to confirm that we received this email.

Thank you

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:23 PM
To: kier.cubalan@coretechintl.com; jessica@pdsguam.com; darren.palmes@pacificrimgc.com; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com;

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-4469 | Email: kier.cubalan@coretechintl.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:22 PM
To: Kier Cubalan <kier.cubalan@coretechintl.com>; jessica@pdsguam.com; darren.palmes@pacificrimgc.com ; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; Ramir Javelosa Sr <ramir.javelosasr@coretechintl.com>; eprudente@trma.com; jesse.munox@morricoequipment.com; jpaguigan@yahoo.com; Gene Bangayan <genebangayan@jbmoderntech.com>; jeff@pdsguam.com; Jeffrey Cortez <j.cortez@ncmacario.com>; rodilpacomares@futureworldguam.com; cdmasnayon@gdoe.net; apanergo.trispec@gmail.com; itulop.catalystguam@usa.com; philip.park@easterpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; esalvador@tridoncorp.com; chi@futureworldguam.com; christina.lg@morricoequipment.com; msanlybaladad@engeo.com; tjoo@easternpacificec.com; desalvador@tridoncorp.com; philsan.k@pfmguam.com; marvin.isidro@pfmguam.com
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:

Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.

If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.

Si Yu'us Ma'ase

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Alon Elamparo <alon.elamparo@coretechintl.com> Wed, Apr 30, 2025 at 4:36 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

This is to confirm receipt of Addendum No. 1

Regards,

Alon M. Elamparo

CORE TECH INTERNATIONAL

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

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5030 | Email: alon.elamparo@coretechintl.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:32 PM
To: Kier Cubalan <kier.cubalan@coretechintl.com>; jessica@pdsguam.com; darren.palmes@pacificrimgc.com ; Sangcalalang@gmail.com; studiojaeji@gmail.com; seluzano@gmail.com; Lacee Martinez (Guerrero) <lacee.guerrero@pfmguam.com>; flores.lani@gmail.com; Tiffani Lee Cruz <leecruz@easternpacificec.com>; arnoldfelizardo@futureworldguam.com; admin@maseconstructionguam.com; davidsuwon@gmail.com; Robert Marzan <rmarzan@bmesons.com>; Phil Roberto <roberto.phil@gmail.com>; Cedric Cruz <ccruz@traguam.com>; Austinsuva@tri-spec.com; cpanergo.tri-spec@gmail.com; Ramir Javelosa Sr

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

250430 SSHS Addendum I - signed.pdf
7210K

Mail Delivery Subsystem <MAILER-DAEMON@mx07-00031601.pphosted.com> Wed, Apr 30, 2025 at 4:32 PM
To: john.calanayan@dpw.guam.gov

The original message was received at Wed, 30 Apr 2025 06:32:41 GMT
from m0109213.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA]

Final-Recipient: RFC822; jesse.munox@morricoequipment.com
X-Actual-Recipient: rfc822; jesse.munox@morricoequipment.com
Action: failed
Status: 5.4.1
Remote-MTA: DNS; morricoequipment-com.mail.protection.outlook.com
Diagnostic-Code: SMTP; 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [AMS0EPF000001A3.eurprd05.prod.outlook.com 2025-04-30T06:32:42.449Z 08DD86FD5221CBBA]
Last-Attempt-Date: Wed, 30 Apr 2025 06:32:42 GMT

---------- Forwarded message ----------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
Cc:
Bcc:
Date: Wed, 30 Apr 2025 16:32:09 +1000

Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
Please see Addendum Attached.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

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If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
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Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

250430 SSHS Addendum I - signed.pdf
7210K

Kier Cubalan <kier.cubalan@coretechintl.com> Wed, Apr 30, 2025 at 4:34 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hi John,

Core Tech International confirms receipt of the email. Thank you and have a nice day!

Regards,

Kier Cubalan

CORE TECH INTERNATIONAL

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

[Quoted text hidden]

Action: failed
Final-Recipient: rfc822;rodilpacomares@futureworldguam.com
Status: 5.0.0

noname
5K

Mail Delivery Subsystem <MAILER-DAEMON@mx07-00031601.pphosted.com> Wed, Apr 30, 2025 at 4:26 PM
To: john.calanayan@dpw.guam.gov

The original message was received at Wed, 30 Apr 2025 06:26:38 GMT
from m0109213.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363]

Final-Recipient: RFC822; jesse.munox@morricoequipment.com
X-Actual-Recipient: rfc822; jesse.munox@morricoequipment.com
Action: failed
Status: 5.4.1
Remote-MTA: DNS; morricoequipment-com.mail.protection.outlook.com
Diagnostic-Code: SMTP; 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:26:39.613Z 08DD872579656363]
Last-Attempt-Date: Wed, 30 Apr 2025 06:26:39 GMT

---------- Forwarded message ----------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
Cc:
Bcc:
Date: Wed, 30 Apr 2025 16:23:28 +1000
Subject: Re: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
Please see the Addendum I attached.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

unable to receive mail.

LEARN MORE

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking
the recipient's email address for typos or unnecessary spaces. For more information, go to
https://support.google.com/mail/?p=NoSuchUser 00721157ae682-70841acb2f6sor85468357b3.10 - gsmtp
```

Final-Recipient: rfc822; cpanergo.tri-spec@gmail.com
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try
550-5.1.1 double-checking the recipient's email address for typos or
550-5.1.1 unnecessary spaces. For more information, go to
550 5.1.1 https://support.google.com/mail/?p=NoSuchUser 00721157ae682-70841acb2f6sor85468357b3.10 - gsmtp
Last-Attempt-Date: Tue, 29 Apr 2025 23:32:35 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:32 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE
▲*This link will take you to a third-party site*

The response was:

DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com doesn't receive email according to the administrator: returned Null MX. For more information, go to https://www.rfc-editor.org/info/rfc7505

Final-Recipient: rfc822; eprudente@trma.com
Action: failed
Status: 5.1.10
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR
The domain trma.com doesn't receive email according to the administrator: returned Null MX. For more information, go to https://www.rfc-editor.org/info/rfc7505
Last-Attempt-Date: Tue, 29 Apr 2025 23:32:35 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:32 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table

Final-Recipient: rfc822; Austinsuva@tri-spec.com
Action: failed
Status: 5.1.1
Remote-MTA: dns; mx1.titan.email. (34.203.112.126, the server for the domain tri-spec.com.)
Diagnostic-Code: smtp; 550 5.1.1 <Austinsuva@tri-spec.com>: Recipient address rejected: User unknown in virtual mailbox table
Last-Attempt-Date: Tue, 29 Apr 2025 23:32:36 -0700 (PDT)

noname
5K

Mail Delivery System <Mailer-Daemon@eigbox.net> Wed, Apr 30, 2025 at 4:32 PM
To: john.calanayan@dpw.guam.gov

<lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
Cc: "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>
Bcc:
Date: Wed, 30 Apr 2025 16:22:16 +1000
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 4:32 PM
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com

Please see Addendum Attached.

On Wed, Apr 30, 2025 at 4:22 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:
[Quoted text hidden]

250430 SSHS Addendum I - signed.pdf
7210K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:32 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name
not found: easterpacificec.com For more information, go to https://support.google.com/mail/?
p=BadRcptDomain
```

Final-Recipient: rfc822; philip.park@easterpacificec.com
Action: failed
Status: 5.1.2
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
Last-Attempt-Date: Tue, 29 Apr 2025 23:32:35 -0700 (PDT)

---

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:32 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
```

Final-Recipient: rfc822; philip.park@easterpacificec.com
Action: failed
Status: 5.1.2
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
Last-Attempt-Date: Tue, 29 Apr 2025 23:23:55 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:23 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table
```

Final-Recipient: rfc822; Austinsuva@tri-spec.com
Action: failed
Status: 5.1.1
Remote-MTA: dns; mx1.titan.email. (34.203.112.126, the server for the domain tri-spec.com.)
Diagnostic-Code: smtp; 550 5.1.1 <Austinsuva@tri-spec.com>: Recipient address rejected: User unknown in virtual mailbox table
Last-Attempt-Date: Tue, 29 Apr 2025 23:23:56 -0700 (PDT)

noname
5K

Mail Delivery System <Mailer-Daemon@eigbox.net> Wed, Apr 30, 2025 at 4:24 PM
To: john.calanayan@dpw.guam.gov

[Quoted text hidden]

Action: failed
Final-Recipient: rfc822;rodilpacomares@futureworldguam.com
Status: 5.0.0

noname
5K

Mail Delivery Subsystem <MAILER-DAEMON@mx08-00031601.pphosted.com> Wed, Apr 30, 2025 at 4:22 PM
To: john.calanayan@dpw.guam.gov

The original message was received at Wed, 30 Apr 2025 06:22:36 GMT
from m0360528.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C]

Final-Recipient: RFC822; jesse.munox@morricoequipment.com
X-Actual-Recipient: rfc822; jesse.munox@morricoequipment.com
Action: failed
Status: 5.4.1
Remote-MTA: DNS; morricoequipment-com.mail.protection.outlook.com
Diagnostic-Code: SMTP; 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DB5PEPF00014B93.eurprd02.prod.outlook.com 2025-04-30T06:22:37.315Z 08DD86FBCACFF45C]
Last-Attempt-Date: Wed, 30 Apr 2025 06:22:37 GMT

---------- Forwarded message ----------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)"

noname
6K

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 4:23 PM
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easternpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com

Please see the Addendum I attached.
[Quoted text hidden]

250430 SSHS Addendum I - signed.pdf
7210K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:23 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking
the recipient's email address for typos or unnecessary spaces. For more information, go to
https://support.google.com/mail/?p=NoSuchUser 3f1490d57ef6-e7304db5382sor5637712276.3 - gsmtp
```

Final-Recipient: rfc822; cpanergo.tri-spec@gmail.com
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try
550-5.1.1 double-checking the recipient's email address for typos or
550-5.1.1 unnecessary spaces. For more information, go to

550 5.1.1 https://support.google.com/mail/?p=NoSuchUser 3f1490d57ef6-e7304db5382sor5637712276.3 - gsmtp
Last-Attempt-Date: Tue, 29 Apr 2025 23:23:53 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:23 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE
⚠This link will take you to a third-party site

The response was:

```
DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com
doesn't receive email according to the administrator: returned Null MX. For more information,
go to https://www.rfc-editor.org/info/rfc7505
```

Final-Recipient: rfc822; eprudente@trma.com
Action: failed
Status: 5.1.10
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR
The domain trma.com doesn't receive email according to the administrator: returned Null MX. For more information, go to
https://www.rfc-editor.org/info/rfc7505
Last-Attempt-Date: Tue, 29 Apr 2025 23:23:54 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:23 PM
To: john.calanayan@dpw.guam.gov

Address not found

550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. For more information, go to https://support.google.com/mail/?p=NoSuchUser 00721157ae682-708ae0c1b1fsor3842767b3.8 - gsmtp

Final-Recipient: rfc822; cpanergo.tri-spec@gmail.com
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try
550-5.1.1 double-checking the recipient's email address for typos or
550-5.1.1 unnecessary spaces. For more information, go to
550 5.1.1 https://support.google.com/mail/?p=NoSuchUser 00721157ae682-708ae0c1b1fsor3842767b3.8 - gsmtp
Last-Attempt-Date: Tue, 29 Apr 2025 23:22:34 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:22 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain

Final-Recipient: rfc822; philip.park@easterpacificec.com
Action: failed
Status: 5.1.2
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
Last-Attempt-Date: Tue, 29 Apr 2025 23:22:34 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:22 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table
```

Final-Recipient: rfc822; Austinsuva@tri-spec.com
Action: failed
Status: 5.1.1
Remote-MTA: dns; mx1.titan.email. (44.205.208.48, the server for the domain tri-spec.com.)
Diagnostic-Code: smtp; 550 5.1.1 <Austinsuva@tri-spec.com>: Recipient address rejected: User unknown in virtual mailbox table
Last-Attempt-Date: Tue, 29 Apr 2025 23:22:35 -0700 (PDT)

---

noname
5K

Mail Delivery System <Mailer-Daemon@eigbox.net> Wed, Apr 30, 2025 at 4:22 PM
To: john.calanayan@dpw.guam.gov

This message was created automatically by mail delivery software.

A message that you sent could not be delivered to one or more of its recipients. This is a permanent error. The following address(es) failed:

bounce@ipage.com
(generated from rodilpacomares@futureworldguam.com)
There is no one at this address

Action: failed
Final-Recipient: rfc822;rodilpacomares@futureworldguam.com
Status: 5.0.0

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

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

43 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 4:22 PM
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com, marvin.isidro@pfmguam.com
Cc: "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:22 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for

typos or unnecessary spaces and try again.

LEARN MORE
⚠This link will take you to a third-party site

The response was:

```
DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com
doesn't receive email according to the administrator: returned Null MX. For more information,
go to https://www.rfc-editor.org/info/rfc7505
```

Final-Recipient: rfc822; eprudente@trma.com
Action: failed
Status: 5.1.10
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR
The domain trma.com doesn't receive email according to the administrator: returned Null MX. For more information, go to
https://www.rfc-editor.org/info/rfc7505
Last-Attempt-Date: Tue, 29 Apr 2025 23:22:34 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:22 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response was:

To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **desalvador@tridoncorp.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: failed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Sat, 03 May 2025 02:03:44 -0700 (PDT)

---

noname
5K

.

Preview attachment 250430 SSHS Addendum I - signed.pdf

Error! Filename not specified.

250430 SSHS Addendum I - signed.pdf

7 MB

[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, May 1, 2025 at 5:42 PM
To: john.calanayan@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 46 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Thu, 01 May 2025 00:42:23 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:37:21 -0700 (PDT)

---

noname
5K

James Wilson <jamie@k12capital.com> Fri, May 2, 2025 at 3:10 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

John

GEFF 3 is in receipt of the Addendum #1.

Jamie Wilson
[Quoted text hidden]
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

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Fri, May 2, 2025 at 7:37 PM
To: john.calanayan@dpw.guam.gov

Delivery incomplete

There was a temporary problem delivering your message to **desalvador@tridoncorp.com**. Gmail will retry for 20 more hours. You'll be notified if the delivery fails permanently.

The response from the remote server was:

```
450 4.1.1 : Recipient address rejected: undeliverable address: User unknown in virtual alias
table
```

Final-Recipient: rfc822; desalvador@tridoncorp.com
Action: delayed
Status: 4.1.1
Remote-MTA: dns; mail.tridoncorp.com. (59.106.113.139, the server for the
domain tridoncorp.com.)
Diagnostic-Code: smtp; 450 4.1.1 <desalvador@tridoncorp.com>: Recipient address rejected: undeliverable address:
User unknown in virtual alias table
Last-Attempt-Date: Fri, 02 May 2025 02:37:29 -0700 (PDT)
Will-Retry-Until: Fri, 02 May 2025 23:37:21 -0700 (PDT)

---

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Sat, May 3, 2025 at 7:03 PM

addendum may be grounds for disqualification."

Thank you for your attention and cooperation.
Si Yu'us Ma'ase

Jae Ji <studiojaeji@gmail.com> Wed, Apr 30, 2025 at 5:13 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

RECEIVED
[Quoted text hidden]

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 6:12 PM
To: Erica Taitano <erica.taitano@dpw.guam.gov>

---------- Forwarded message ---------
From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:00 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <ILorenz@easternpacificec.com>, <joo@easternpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Rob Salas <rob.salas@pfmguam.com>, Lacee Guerrero <lacee.guerrero@lmsfm.com>, Jacinto Paguigan <JPaguigan@jbmoderntech.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, Jemar Legaspi <jemar.legaspi@coretechintl.com>, Phil Roberto <roberto.phil@gmail.com>, James Wilson <jamie@k12capital.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

James Wilson <jamie@k12capital.com> Wed, Apr 30, 2025 at 11:35 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

John

I am unable to open the attachments SSHS Addendum 1. Is there another way to send this file?

Thank you.

Jamie
[Quoted text hidden]

James R. (Jamie) Wilson
Managing Partner
K-12 Capital Partners, LLC
3340 Peachtree Road, NW
Suite 1780
Atlanta, Georgia 30326
(770) 538-1803 (office)
(404) 285-3843 (mobile)

jamie@k12capital.com

MASE Admin <admin@maseconstructionguam.com> Thu, May 1, 2025 at 10:34 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: tess ampong <tess_ampong@yahoo.com>, tess.esma@maseconstructionguam.com, ferdi.lazaga@maseconstructionguam.com, fmlazaga@yahoo.com

Hi John,

Acknowledging receipt, thank you!

Best Regards,
MASE Admin
Sent from my iPhone

> On Apr 30, 2025, at 4:37 PM, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:
>
> [Quoted text hidden]

Jacinto Paguigan <JPaguigan@jbmoderntech.com> Thu, May 1, 2025 at 10:43 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <ILorenz@easternpacificec.com>, "joo@easternpacificec.com" <joo@easternpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Rob Salas <rob.salas@pfmguam.com>, Lacee Guerrero <lacee.guerrero@lmsfm.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, Jemar Legaspi <jemar.legaspi@coretechintl.com>, Phil Roberto <roberto.phil@gmail.com>, James Wilson <jamie@k12capital.com>
Cc: "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

Hi John,

Confirming receipt of your email.

Regards,

Jacinto Paguigan

J&B Moderntech

From: John F. Calanayan [mailto:john.calanayan@dpw.guam.gov]
Sent: Wednesday, April 30, 2025 4:00 PM
To: Tiffani Lee Cruz; Philip Park; Albert Lavadia; Henson Paranada; Ian Lorenz; joo@easternpacificec.com; Ken San Nicolas; Rob Salas; Lacee Guerrero; Jacinto Paguigan; Gene Bangayan; Alon Elamparo; Jemar Legaspi; Phil Roberto; James Wilson
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov); Linda Ibanez; Ernest G. Candoleta Jr.; Joseph W. Duenas; Glenn Leon Guerrero; Leila Ludwig
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

There is no one at this address

Action: failed
Final-Recipient: rfc822;rodilpacomares@futureworldguam.com
Status: 5.0.0

---

noname
5K

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 4:37 PM
To: Leila Ludwig <lludwig@ssfm.com>

-------- Forwarded message ---------
From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:00 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <ILorenz@easternpacificec.com>, <joo@easternpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Rob Salas <rob.salas@pfmguam.com>, Lacee Guerrero <lacee.guerrero@lmsfm.com>, Jacinto Paguigan <JPaguigan@jbmoderntech.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, Jemar Legaspi <jemar.legaspi@coretechintl.com>, Phil Roberto <roberto.phil@gmail.com>, James Wilson <jamie@k12capital.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

[Quoted text hidden]

Mail Delivery Subsystem <MAILER-DAEMON@mx08-00031601.pphosted.com> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

The original message was received at Wed, 30 Apr 2025 06:37:23 GMT
from m0360529.ppops.net [127.0.0.1]

----- The following addresses had permanent fatal errors -----
<jesse.munox@morricoequipment.com>
(reason: 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:37:24.727Z 08DD8725796B065A])

----- Transcript of session follows -----
... while talking to morricoequipment-com.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:37:24.727Z 08DD8725796B065A]
550 5.1.1 <jesse.munox@morricoequipment.com>... User unknown
<<< 503 5.5.2 Need rcpt command [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:37:24.727Z 08DD8725796B065A]

Final-Recipient: RFC822; jesse.munox@morricoequipment.com
X-Actual-Recipient: rfc822; jesse.munox@morricoequipment.com
Action: failed
Status: 5.4.1
Remote-MTA: DNS; morricoequipment-com.mail.protection.outlook.com
Diagnostic-Code: SMTP; 550 5.4.1 Recipient address rejected: Access denied. For more information see https://aka.ms/EXOSmtpErrors [DU2PEPF00028D06.eurprd03.prod.outlook.com 2025-04-30T06:37:24.727Z 08DD8725796B065A]

Last-Attempt-Date: Wed, 30 Apr 2025 06:37:24 GMT

---------- Forwarded message ----------
From: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>, flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmoderntech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easternpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, john.aguon@clbguam.gov, marvin.isidro@pfmguam.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com
Cc:
Bcc:
Date: Wed, 30 Apr 2025 16:37:03 +1000
Subject: Fwd: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

---------- Forwarded message ---------
From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:00 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <ILorenz@easternpacificec.com>, <joo@easternpacificec.com>, Ken San Nicolas <ken.sn@pfmguam.com>, Rob Salas <rob.salas@pfmguam.com>, Lacee Guerrero <lacee.guerrero@lmsfm.com>, Jacinto Paguigan <JPaguigan@jbmoderntech.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, Jemar Legaspi <jemar.legaspi@coretechintl.com>, Phil Roberto <roberto.phil@gmail.com>, James Wilson <jamie@k12capital.com>
Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>, Joseph W. Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

Preview attachment 250430 SSHS Addendum I - signed.pdf

250430 SSHS Addendum I - signed.pdf
7 MB

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email.**

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:
Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.
If email confirmation is not received, please refer to **RFP, Section XIV "All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure to acknowledge receipt of each**

easterpacificec.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
```

Final-Recipient: rfc822; philip.park@easterpacificec.com
Action: failed
Status: 5.1.2
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of easterpacificec.com responded with code NXDOMAIN Domain name not found: easterpacificec.com For more information, go to https://support.google.com/mail/?p=BadRcptDomain
Last-Attempt-Date: Tue, 29 Apr 2025 23:37:21 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **john.aguon@clbguam.gov** because the domain clbguam.gov couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of clbguam.gov responded with code NXDOMAIN Domain name not found: clbguam.gov For more information, go to https://support.google.com/mail/?p=BadRcptDomain
```

Final-Recipient: rfc822; john.aguon@clbguam.gov
Action: failed
Status: 5.1.2
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of clbguam.gov responded with code NXDOMAIN
Domain name not found: clbguam.gov For more information, go to https://support.google.com/mail/?p=BadRcptDomain
Last-Attempt-Date: Tue, 29 Apr 2025 23:37:21 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **Austinsuva@tri-spec.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

```
550 5.1.1 : Recipient address rejected: User unknown in virtual mailbox table
```

Final-Recipient: rfc822; Austinsuva@tri-spec.com
Action: failed
Status: 5.1.1
Remote-MTA: dns; mx1.titan.email. (52.72.243.102, the server for the domain tri-spec.com.)
Diagnostic-Code: smtp; 550 5.1.1 <Austinsuva@tri-spec.com>: Recipient address rejected: User unknown in virtual mailbox table
Last-Attempt-Date: Tue, 29 Apr 2025 23:37:22 -0700 (PDT)

noname
5K

Mail Delivery System <Mailer-Daemon@eigbox.net> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

This message was created automatically by mail delivery software.

A message that you sent could not be delivered to one or more of its recipients. This is a permanent error. The following address(es) failed:

bounce@ipage.com
(generated from rodilpacomares@futureworldguam.com)

flores.lani@gmail.com, Tiffani Lee Cruz <leecruz@easternpacificec.com>, arnoldfelizardo@futureworldguam.com, admin@maseconstructionguam.com, davidsuwon@gmail.com, Robert Marzan <rmarzan@bmesons.com>, Phil Roberto <roberto.phil@gmail.com>, Cedric Cruz <ccruz@traguam.com>, Austinsuva@tri-spec.com, cpanergo.tri-spec@gmail.com, ramir.javelosasr@coretechintl.com, eprudente@trma.com, jesse.munox@morricoequipment.com, jpaguigan@yahoo.com, Gene Bangayan <genebangayan@jbmodemtech.com>, jeff@pdsguam.com, j.cortez@ncmacario.com, rodilpacomares@futureworldguam.com, cdmasnayon@gdoe.net, apanergo.trispec@gmail.com, itulop.catalystguam@usa.com, philip.park@easterpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, esalvador@tridoncorp.com, chi@futureworldguam.com, christina.lg@morricoequipment.com, msanlybaladad@engeo.com, tjoo@easternpacificec.com, john.aguon@clbguam.gov, marvin.isidro@pfmguam.com, desalvador@tridoncorp.com, philsan.k@pfmguam.com

---------- Forwarded message ---------
From: **John F. Calanayan** <john.calanayan@dpw.guam.gov>
Date: Wed, Apr 30, 2025 at 4:00 PM
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG
[Quoted text hidden]
[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **eprudente@trma.com** because the domain trma.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE
▲This link will take you to a third-party site

The response was:

```
DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR The domain trma.com
doesn't receive email according to the administrator: returned Null MX. For more information,
go to https://www.rfc-editor.org/info/rfc7505
```

Final-Recipient: rfc822; eprudente@trma.com
Action: failed
Status: 5.1.10
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of trma.com responded with code NOERROR
The domain trma.com doesn't receive email according to the administrator: returned Null MX. For more information, go to https://www.rfc-editor.org/info/rfc7505
Last-Attempt-Date: Tue, 29 Apr 2025 23:37:21 -0700 (PDT)

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **cpanergo.tri-spec@gmail.com** because the address couldn't be found, or is unable to receive mail.

LEARN MORE

The response was:

```
550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking
the recipient's email address for typos or unnecessary spaces. For more information, go to
https://support.google.com/mail/?p=NoSuchUser 00721157ae682-708419463e1sor85093457b3.3 - gsmtp
```

Final-Recipient: rfc822; cpanergo.tri-spec@gmail.com
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try
550-5.1.1 double-checking the recipient's email address for typos or
550-5.1.1 unnecessary spaces. For more information, go to
550 5.1.1 https://support.google.com/mail/?p=NoSuchUser 00721157ae682-708419463e1sor85093457b3.3 - gsmtp
Last-Attempt-Date: Tue, 29 Apr 2025 23:37:21 -0700 (PDT)

---

noname
5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:37 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **philip.park@easterpacificec.com** because the domain

We cannot access the document. We're getting Temporary error (404).

We're sorry, but your account is temporarily unavailable. We apologize for the inconvenience an

If the issue persists, please visit the Help Center »

Try Again Sign Out

Show Detailed Technical Info

Regards,

Alon M. Elamparo

CORE TECH INTERNATIONAL

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

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-
5500

Cell.: (671) 486-5030 | Email: alon.elamparo@
coretechintl.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Wednesday, April 30, 2025 4:00 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>; Philip Park <philip.park@easternpacificec.com>; Albert Lavadia <ALavadia@easternpacificec.com>; Henson Paranada <HParanada@easternpacificec.com>; Ian Lorenz <ILorenz@easternpacificec.com>; joo@easternpacificec.com; Ken San Nicolas <ken.sn@pfmguam.com>; Rob Salas <rob.salas@pfmguam.com>; Lacee Guerrero <lacee.guerrero@lmsfm.com>; Jacinto Paguigan <JPaguigan@jbmoderntech.com>; Gene Bangayan <GeneBangayan@jbmoderntech.com>; Alon Elamparo <alon.elamparo@coretechintl.com>; Jemar Legaspi <jemar.legaspi@coretechintl.com>; Phil Roberto <roberto.phil@gmail.com>; James Wilson <jamie@k12capital.com>

Cc: Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>; Joseph W. Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Leila Ludwig <lludwig@ssfm.com>
Subject: New SSHS - Addendum I Project No. 730-5-1059-L-YIG

Preview attachment 250430 SSHS Addendum I - signed.pdf

PDF

250430 SSHS Addendum I - signed.pdf

7 MB

Håfa Adai Proposers,

Please see Addendum I for the New Simon Sanchez High School: Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM) Project No. 730-5-1059-L-YIG.

We kindly ask that you **confirm receipt of this email**.

If you experience any issues accessing the document, please inform us immediately. A USB transfer option will be available at:

Contracts Administration and Technical Services Section
Division of Capital Improvement Projects
Ground Floor, TMC Building, Department of Public Works (DPW)

Please ensure you bring a USB drive if utilizing this option.

If email confirmation is not received, please refer to **RFP, Section XIV "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."**

Thank you for your attention and cooperation.

Si Yu'us Ma'ase

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.
"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."

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 4:37 PM
To: kier.cubalan@coretechintl.com, jessica@pdsguam.com, darren.palmes@pacificrimgc.com, Sangcalalang@gmail.com, studiojaeji@gmail.com, seluzano@gmail.com, "Lacee Martinez (Guerrero)" <lacee.guerrero@pfmguam.com>,

Gmail

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

New SSHS - Addendum I Project No. 730-5-1059-L-YIG

22 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Wed, Apr 30, 2025 at 4:00 PM
To: Tiffani Lee Cruz <leecruz@easternpacificec.com>, Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <ILorenz@easternpacificec.com>, joo@easternpacificec.com, Ken San Nicolas <ken.sn@pfmguam.com>, Rob Salas <rob.salas@pfmguam.com>, Lacee Guerrero <lacee.guerrero@lmsfm.com>, Jacinto Paguigan <JPaguigan@jbmoderntech.com>, Gene Bangayan <GeneBangayan@jbmoderntech.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, Jemar Legaspi <jemar.legaspi@coretechintl.com>, Phil Roberto <roberto.phil@gmail.com>, James Wilson <jamie@k12capital.com>
Cc: "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Joseph W. Duenas" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>

Preview attachment 250430 SSHS Addendum I - signed.pdf

PDF

250430 SSHS Addendum I - signed.pdf
7 MB

Håfa Adai Proposers,

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Contracts Administration and Technical Services Section
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Thank you for your attention and cooperation.
Si Yu'us Ma'ase

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Apr 30, 2025 at 4:00 PM
To: john.calanayan@dpw.guam.gov

Address not found

Your message wasn't delivered to **joo@easternpacificec.com** because the address couldn't be found, or is unable to receive

mail.

LEARN MORE
⚠This link will take you to a third-party site

The response from the remote server was:

```
550 5.4.1 Recipient address rejected: Access denied. For more information see
https://aka.ms/EXOSmtpErrors [DS1PEPF00017093.namprd03.prod.outlook.com 2025-04-30T06:00:20.593Z
08DD861BD84F015D]
```

Final-Recipient: rfc822; joo@easternpacificec.com
Action: failed
Status: 5.4.1
Remote-MTA: dns; easternpacificec-com.mail.protection.outlook.com.
(2a01:111:f403:c92c::1, the server for the domain easternpacificec.com.)
Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. For more information see
https://aka.ms/EXOSmtpErrors [DS1PEPF00017093.namprd03.prod.outlook.com 2025-04-30T06:00:20.593Z
08DD861BD84F015D]
Last-Attempt-Date: Tue, 29 Apr 2025 23:00:20 -0700 (PDT)

noname
4K

Ken San Nicolas <ken.sn@pfmguam.com> Wed, Apr 30, 2025 at 4:01 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Håfa Adai John,

Thank you for sending Addendum I. I can confirm receipt of this email and the attached document. No issues accessing the document.

Si Yu'os Ma'ase.

Ken San Nicolas
===

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

Alon Elamparo <alon.elamparo@coretechintl.com> Wed, Apr 30, 2025 at 4:03 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Jemar Legaspi <jemar.legaspi@coretechintl.com>

John,

Presentations & Questions with SSHS Evaluation Committee and GEFF III

Date: June 4, 2025
Time: 9:00 AM – 11:30 AM
Location: GEDA Conference Room 5th Floor, ITC Building

Attendees:			
Dr. Erik Swanson (Chairperson)	GDOE	Michael Makio	TRMA
Vince Arriola	DPW	Cedric Cruz	TRMA
Linda Ibanez	DPW	Elmer Prudente	TRMA
Benny San Nicolas	DPW	Lester Carlson	BBMR
John Calanayan	DPW	Jamie Wilson	GEFF III
Carla Masnayon	GDOE-SSHS	Philip Flores	GEFF III
Melvin Finona	GDOE-SSHS	John Sage	GEFF III
Carlos Bordallo	GEDA	Betty Gayle	GEFF III
Tina Garcia	GEDA	Billy Cruz	GEFF III
John San Nicolas	GEDA	John Setiadi Tan	Setiadi Architects
Angelene Rios	GEDA	Philsan Kim	EPEC
Yong Park	GEDA	Jae Ji	Future World
Celine Cruz	DLM		
Ed Hipolito	SSFM		
Glenn Leon Guerrero	SSFM		
Joseph Duenas	SSFM		
Leila Ludwig	SSFM		

I. Call to Order

a. The meeting was called to order by Chairperson Swanson at 9:00 AM.
b. Chairperson delivered opening remarks, expressing appreciation to the proposers and initiating introductions of the Evaluators.

II. Introduction

a. Outlined session protocol: each presentation would be allotted 30 minutes, followed by a 30-minute question and answer (Q&A) period.

III. Presentation and Q&A

a. **Presenters:** Jamie Wilson, Phil Flores, John Sage, and John Setiadi Tan discussed their proposal
b. **Observers included:** Betty Gayle, Philsan Kim, Billy Cruz, and Jae Ji
c. **Presentation:**
   1) The presentation began at 9:03 AM.
   2) The presentation concluded at 9:33 AM.

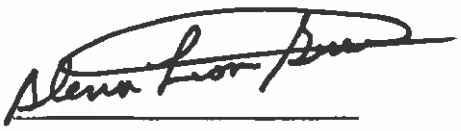
IV. Q&A:

a. The Q&A session commenced at 9:34 AM
b. Concluded at 10:04 AM. Refer to the official video recording for the full presentation and Q&A session.

V. Adjournment

a. Interview adjourned at 10:04 AM.

Edit and review by:



Glenn Leon Guerrero
Senior Project Manager

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

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

public works
DEPARTAMENTON CHE'CHO' PUPBLIKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA JR.
Deputy Director

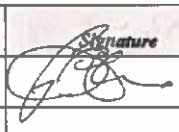
ATTENDANCE SHEET

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: **PRESENTATIONS AND INTERVIEWS**
PLACE: **GEDA CONFERENCE ROOM, 5TH FLOOR, ITC BUILDING**
DATE & TIME: **WEDNESDAY, JUNE 04, 2025, 0800 to 1700**

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
1	JOHN SAGE		GEFF III	898-8927	kiwijohnkohia@yahoo.com
2	Betty Gayle		GEFF III	671.687.2690	b.gayle@setiatiarchitects.com
3	PHILSAN KIM		Eastern	788-6666	Pkim@easternpacificec.com
4	Philip Flores		GEFF III	687-6877	philipf@bankpacificguam.com
5	Leila Ludwig		55 FM	788 8770	lludwig@55fm.com
6	RANCEN NICOLAS		BCDA	647-4333	JSanNicolas@
7	Melvin Finona		SSHS	483-0126	mnfinona@ghec.net

	Print Name	Signature	Company	POC Contact Number	POC Email Address
8	JOHN F. CALASNAYA		DPW-CIP	671-6463189	jfc.cfanayan@dpw.guam.gov
9	Edwin Leon Guerrero		SSFM	488-1323	eguerrero@SSFM.com
10	YONG PAK		GEDA	671-483-9632	yong.pak@investguam.com
11	EDHIPOLITO		SSFM	671 488 8325	ehipolito@gmail.ca
12	CEDRIC CRUZ		TRNA	671 788 9674	ccruz@traguam.com
13	CARLA MASNAYON		SSHS-DOE	4835400	cdmasnayon@gdoe.net
14	Carlos Bordallo		GEDA	777-0597	carlos.bordallo@investguam.net
15	Dr Erika Swanson		GDOE	300-1547	KESWANSON@GDOE.NET
16	Linda J. Sa		DPW	898-7763	
17	CELINE CRUZ		DLM	671-727-4656	celine.cruz@land.guam.gov
18	B. SANNICOLAS		DPW	671-689-7151	benny.SANNICOLAS@DPW.guam.gov
19	MICHAEL MAKIO		TRNA	727-8772	mmakio@traguam.com
20	Joseph Duenas		SSFM	488-8788	jduenas@ssfm.com
21	Lester L Calvo		BHR	727-8804	

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	JOHN SETADI JR		SETADI ARCHITECTS	671-477-3556	JST@SETADIARCHITECTS.COM
23	Billy E Cruz		GEPA	671 777 2455	billymorecruz@gmail.com
24	JAE JI		GEPA III / FWC	671 688.1774	studiojaeji@gmail.com
25	Jamie Wilson		GEPA 3	404 295.3843	jamie@h12cap.tel.com
26	ANGELENE RAS		GEDA	6711687 0039	angelene.ras@investguam.com
27	CRISTINA GARCIA		GEDA	671 647 4915	tina.garcia@investguam.com
28	VINCE AMIOLA		DPW	671 646 3131	vince.amiola@dpw.guam.gov
29	ELMER PRUDENTE		TRMA	671 475 8772	EPrudente@trmguam.com
30	JONG WON		CORE TECH	671 486-5723	jong.won@coretechintl.com
31	Jason Ralston		CORETECH	671 486 5723	jason@guamcde.com
32	Ho S. Eun		Core Tech	671-486-5723	ho.eun@coretechintl.com
33	Chit Pathan		Core Tech	671 486-5723	chit.pathan@coretechintl.com
34	Sean Keattes		Barclays	6464910943	sean.keatts@barclays.com
35	Phillip Narel		GHD	671-687-2554	phillip.narel@ghd.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
36	BRENT WIESE		GHDDESIGN	477 2111	brent.wiese@ghd.com
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The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga . Governor

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

public works
DIPATTAMENTON CHE'CHO' PUBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO FILE

June 4, 2025

FROM: Vince P. Arriola; Director, Department of Public Works.

SUBJECT: DETERMINATION OF PROPOSER RESPONSIVENESS

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) received **three (3)** proposals by the submission deadline of **Friday, May 23, 2025, at 4:00 p.m.** In accordance with the RFP, Section XXI of the RFP (Classification of Proposals as Responsive or Non-Responsive) and Attachment 8 (DPW Checklist of Responsiveness), each proposal was reviewed for compliance with mandatory submission requirements.

Determination
Based on the review conducted by the DPW Contracts Administration Section, and in accordance with Guam Procurement Law and the applicable terms of the RFP, the following findings were made:

1. **Mandatory Requirements Met:**
   Each of the following responsive proposals attended mandatory meetings and submitted all required documentation, including:
   - Complete technical proposal in the proper format
   - Acknowledgement of Receipt Form (Attachment 7)
   - All legally required affidavits (Attachments 1–6)
   - Separate sealed Term Sheet and Price Proposal (Attachment 9)
   - Valid contractor's license in good standing
   - Certificates of insurance

2. **Responsive Proposers:**

After review, the following Proposers were determined to be **responsive** under the RFP and applicable procurement rules:

- Guam Education Financing Foundation III, Inc.
- Core Tech International Corporation
- Guam Pacific Services, LLC.

Conclusion

This determination reflects the DPW's responsibility to ensure compliance, fairness, and transparency in the procurement process. The classification of proposals as responsive was made in accordance with the RFP, Guam Procurement Law, and best procurement practices. 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

The Evaluation Committee concurs with this determination:

DR. ERIK K. SWANSON
GDOE Superintendent
SSHS Evaluation Committee Chairman

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Dr. K Swanson, GDOE

Documents for review: Determination of Proposer Responsiveness

Print: Mae Rose Nauta

Signature [signature]

Date: 5/28/25

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

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

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

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

The Evaluation Committee concurs with this determination:

DR. ERIK K. SWANSON
GDOE Superintendent
SSHS Evaluation Committee Chairman

Gmail

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

SSHS DETERMINATION OF PROPOSER RESPONSIVENESS

Joseph W Duenas <jduenas@ssfm.com> Tue, May 27, 2025 at 12:32 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Tom Keeler <tkeeler@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Hi Director Arriola,

Based on Assistant AG Tom Keeler's review, we have revised and attached the DRAFT Letter of Determination for your review/ signature and Dr. Swanson's review/ signature as the Simon Sanchez Evaluation Committee Chair.

Per Assistant AG Keeler's comments in his email below:

1. The date of the memorandum has been changed to June 4, 2025.
2. The Evaluation Committee Chairman's (Dr. Swanson's) signature block has been added below yours with the language "The Evaluation Committee concurs with this determination."

If you are good with revised Letter of Determination, we recommend both you and Dr. Swanson sign it and place it in the official procurement file/ record.

Please let me know if you need anything further on this.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

From: Glenn Leon Guerrero <gguerrero@ssfm.com>
Sent: Thursday, May 22, 2025 10:36 AM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; Vincent P. Arriola <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Committee roles and Responsibilities

Thank you Tom.

Grateful if you can clarify my query. The Evaluation Committee has been selected by PL 37-22. This law assigns the evaluation committee to be headed by the GDOE Superintendent. Guam procurement law designates the DPW Director as the Procurement Officer. My confusion is who will sign the determination. Will there be 2 determinations, or will both sign the same determination or ???

I understand that Section XXXII of the RFP has DPW opening the proposals and checking for compliance, and I also understand that responsiveness and responsibility is evaluated throughout the process (process to include proposal submittal thru presentation). Again, grateful for your clarification.

Glenn Guerrero |Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

From: Tom Keeler <tkeeler@oagguam.org>
Sent: Thursday, May 22, 2025 8:58 AM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>; Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.

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

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: **PRESENTATIONS AND INTERVIEWS**
PLACE : **GEDA CONFERENCE ROOM, 5TH FLOOR, ITC BUILDING**
DATE & TIME: **THURSDAY, JUNE 05, 2025, 0800 to 1700**

No.	*Print Name*	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
1	CARLA MASNAYON		SSHS	483-5400	CDMASNAYON@GDOE.NET
2	CARLOS BORDALLO		GEDA	777-0597	CARLOS.BORDALLO@INVESTGUAM.NET COM
3	DR ERIK SWANSON		GDOE	300-1547	KESWANSON@GDOE.NET
4	LINDA IBANEZ		DPW	898-7763	LINDA.IBANEZ@DPW.GUAM.GOV
5	CELINE CRUZ		DLM	727-4656	CELINE.CRUZ@LAND.GUAM.GOV
6	BENNY SAN NICOLAS		DPW	689-7121	BENNY.SANNICOLAS@DPW.GUAM.GOV
7	VINCE ARRIOLA		DPW	646-3131	VINCE.ARRIOLA@DPW.GUAM.GOV

	Print Name	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
8	GLENN LEON GUERRERO		SSFM	488-1323	GGUERRERO@SSFM.COM
9	JOE DUENAS		SSFM	488-8788	JDUENAS@SSFM.COM
10	ED HIPOLITIO		SSFM	488-8325	EHIPOLITO@SSFM.COM
11	TINA GARCIA		GEDA	647-4315	TINA.GARCIA@INVESTGUAM.COM
12	ANGELENE RIOS		GEDA	687-2029	ANGELENE.RIOS@INVESTGUAM.COM
13	JOHN SAN NICOLAS		GEDA	647-4332	JOHN.SANNICOLAS@INVESTGUAM.COM
14	LESTER CARLSON		BBMR	727-8804	LESTER.CARLSON@BBMR.GUAM.GOV
15	JOHN CALANAYAN		DPW	488-1323	JOHN.CALANAYANN@DPW.GUAM.GOV
16	YOUNG PAK		GEDA	483-9632	YOUNG.PAK@INVESTGUAM.COM
17	CEDRIC CRUZ		TRMA	788-9674	CCRUZ@TRAGUAM.COM
18	MIKE MAKIO		TRMA	727-8772	MMAKIO@TRAMGUAM.COM
19	LEILA LUDWIG		SSFM	788-8330	LLUDWIG@SSFM.COM
20	MELVIN FINONA		SSHS	483-0126	MMFINONA@GDOE.NET
21	Andy Taylor		GPS	480-1094	andytpiedamer@gmail.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	E.A. CRISTOBAL			671-483 5146	eacarchitect1@gmail.com
23	Angela Singleton		CAPFA	407-717-9707	asingleton@acsmgmtconsulting.com
24	Amelia R Tatlacs		GPS	7858069701	artatks@gmail.com
25	Robert W. Toelkes		GPS	785 806 5702	rtoelkes@intbridge corp.com
26	Christian Caballero		STUDENT	671-480-7476	
27	ELIZABETH BISTAW		GPS	670-588-2488	ebistaw@intbridge corp.com
28	Phil Roberto		GPS	6714833412	roberto.phil@gmail.com
29	T. GILLHAM		GK2	929 3817	tlgc@gk2guam.com
30	TOR GUDMUNDSEN		TGBNGINEERS	988-7080	torg@TG-BNGR.COM
31	Wayne Wixon		WA	646-1033	WayneWixon@wixon-associates.com
32	James Gaton		Kilojoule Consultants	797-7878	james@kilojoule-consultants.com
33					
34					
35					

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SSFM International

Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG
Procurement Record of GPS Presentation & Interview

Presentations & Questions with SSHS Evaluation Committee and General Pacific Services

Date: June 5, 2025
Time: 9:00 AM – 11:30 AM
Location: GEDA Conference Room 5th Floor, ITC Building

Attendees:			
Dr. Erik Swanson (Chairperson)	GDOE	Michael Makio	TRMA
Vince Arriola	DPW	Cedric Cruz	TRMA
Linda Ibanez	DPW	Lester Carlson	BBMR
Benny San Nicolas	DPW	Phil Roberto	GPS
John Calanayan	DPW	Andy Tayler	GPS
Carla Masnayon	GDOE-SSHS	Amellia R. Toelkes	GPS
Melvin Finona	GDOE-SSHS	Elizabeth Bishan	GPS
Carlos Bordallo	GEDA	Enrico Cristobal	Architect
Tina Garcia	GEDA	Christian Caballero	SSHS Student
John San Nicolas	GEDA	Angela Singleton	CAPFA
Angelene Rios	GEDA	Robert Toelkes	IBC Marianas
Yong Park	GEDA	Tiger Gillham, SE	GK2
Celine Cruz	DLM	Tor Gudmenesen, CE	TG Engineers
Ed Hipolito	SSFM	Wayne Wixon, EE	WA
Glenn Leon Guerrero	SSFM	James Chan, FPE	Kilojouk Consultants
Joseph Duenas	SSFM		
Leila Ludwig	SSFM		

I. Call to Order

a. The meeting was called to order by Chairperson Swanson at 9:00 AM.
b. Chairperson delivered opening remarks, expressing appreciation to the proposers and initiating introductions of the Evaluators.

II. Introduction

a. Outlined session protocol: each presentation would be allotted 30 minutes, followed by a 30-minute question and answer (Q&A) period.

III. Presentation and Q&A

a. **Presenters:** Phil Roberto, Enrico Cristobal, Christian Caballero, Angela Singleton, and Andy Tayler discussed their proposal.
b. **Observers:** Amellia R. Toelkes, Robert Toelkes, Tiger Gillham, Tor Gudmenesen, Wayne Wixon, James Chan, and Elizabeth Bishan
c. **Presentation:**
   1) The presentation began at 9:02 AM.
   2) The presentation concluded at 9:32 AM.

IV. Q&A:

a. The Q&A session commenced at 9:33 AM

b. Concluded at 10:03 AM. Refer to the official video recording for the full presentation and Q&A session.

V. Adjournment

a. Interview adjourned at 10:03 AM.

Edit and review by:

Glenn Leon Guerrero
Senior Project Manager

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

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

public works
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**
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2	CARLOS BORDALLO		GEDA	777-0597	CARLOS.BORDALLO@INVESTGUAM.NET COM
3	DR ERIK SWANSON		GDOE	300-1547	KESWANSON@GDOE.NET
4	LINDA IBANEZ		DPW	898-7763	LINDA.IBANEZ@DPW.GUAM.GOV
5	CELINE CRUZ		DLM	727-4656	CELINE.CRUZ@LAND.GUAM.GOV
6	BENNY SAN NICOLAS		DPW	689-7121	BENNY.SANNICOLAS@DPW.GUAM.GOV
7	VINCE ARRIOLA		DPW	646-3131	VINCE.ARRIOLA@DPW.GUAM.GOV

	Print Name	*Signature*	*Company*	*POC Contact Number*	*POC Email Address*
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13	JOHN SAN NICOLAS		GEDA	647-4332	JOHN.SANNICOLAS@INVESTGUAM.COM
14	LESTER CARLSON		BBMR	727-8804	LESTER.CARLSON@BBMR.GUAM.GOV
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18	MIKE MAKIO		TRMA	727-8772	MMAKIO@TRAMGUAM.COM
19	LEILA LUDWIG		SSFM	788-8330	LLUDWIG@SSFM.COM
20	MELVIN FINONA		SSHS	483-0126	MMFINONA@GDOE.NET
21	Andy Taylor		GPS	480-1094	andytjedmer@gmail.com

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
22	E.A. CRISTOBAL			671-483 5146	eacarchitect1@gmail.com
23	Angela Singleton		CAPFA	407-717-9707	asingleton@acsmgmtconsulting.com
24	Amelia R Tarlos		GPS	7858069701	artatks@gmail.com
25	Robert W. Toeckes		GPS	785 806 5702	rtoeckes@intbridge corp .com
26	Christian Caballero		STUDENT	671-480-7496	
27	ELIZABETH Bistrow		GPS	670-588-2488	ebistrow@intbridge.corp.com
28	Phil Roberto		GPS	6711483412	roberto.phil@gmail.com
29	J. CALLAHAN		GE2	929 3817	tiger@GE2
30	TOR GUDMUNDSEN		TGBNGINEERS	988-7080	torg@TG-ENGR.COM
31	Wayne Wixon		WA	646-1033	WWW IXON @ WIXON-ASSOCIATES.COM
32	James Cyran		Kilojoule Consultants	797-7878	james@kilojoule-consultants.com
33					
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35					

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

05 JUN 2025

TO: VINCENT P. ARRIOLA
DPW DIRECTOR

FR: DR. ERIK K. SWANSON
SSHS EVALUATION COMMITTEE CHAIRMAN

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG;
SSHS EVALUATION COMMITTEE REPORT & RECOMMEDATION

The Evaluation Committee has reviewed the proposals, attended presentations and interviewed the Proposers for the New Simon Sanchez High School (FDDBLM), Project No. 730-5-1059-L-YIG, with the intent of selecting the best qualified Proposer to provide the services in the best interest of the government.

After extensive review and based on the committee's evaluation and rating, the Proposers are ranked in order below (highest ranked to lowest ranked):

Ranking

1st: Core Tech International
2nd: General Pacific Services, LLC
3rd: Guam Education Finance Foundation III

We recommend that DPW and the government enter negotiations with the highest ranked Proposer.

Sincerely,

ERIK K. SWANSON
GDOE Superintendent | SSHS Evaluation Chairman

TALLY FORM

Project Name: **RFP for New Simon Sanchez High School FDDBLM**
Project No.: **730-5-1059-L-YIG**

Proposer / Consultant	Evaluator's Rating						Total
	"A"	"B"	"C"	"D"	"E"	"CHAIR"	
GEFF III	42	72	84	87	90	77	375
Core Tech International	78	70	97	93	95	91	524
General Pacific Services	61	82	95	94	96	93	521
TOTAL	181	224	276	274	281	261	1420

CONCURRED BY:

EVALUATOR "A"

Name: **Linda Ibanez**
Title: Deputy Director
Dept.: Dept. of Public Works

CHAIRMAN

Name: **K. Erik Swanson**
Title: Superintendent
Dept. GDOE

EVALUATOR "B"

Name: **Carla Masnayon**
Title: SSHS Principal
Dept.: Simon Sanchez High School

EVALUATOR "C"

Name: **Carlos Bordallo**
Title: Deputy Director
Dept.: GEDA

EVALUATOR "D"

Name: **Celine Cruz**
Title: Chief Planner
Dept.: Director of Land Management

6.5.2025

EVALUATOR "E"

Name: **Benny San Nicolas**
Title: Building Permits Administrator
Dept.: Dept. of Public Works

Gmail

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

Ranking

2 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Fri, Jun 6, 2025 at 4:03 PM
To: ho.eun@coretechintl.com, Leila Ludwig <lludwig@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Ho Eun,

Forwarded herewith is the Ranking result for SSHS. Please acknowledge receipt of this email.

John

Core Tech.pdf
44K

Ho Eun <ho.eun@coretechintl.com> Fri, Jun 6, 2025 at 4:19 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Leila Ludwig <lludwig@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Thank you, John et al.,

We appreciate your hard work and efforts. I confirm receipt of your email and attachment.

Best regards,

Ho
[Quoted text hidden]
[Quoted text hidden]
This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.
"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."

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

06 JUN 2025

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

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG
SELECTION PROCESS NOTIFICATION

Dear Mr. Eun,

The Evaluation Committee, chaired by Guam Department of Education (GDOE) Superintendent Dr. Erik K. Swanson, has completed the selection process for the New Simon Sanchez FDDBLM, Project No. 730-5-1059-L-YIG. Based on the Evaluation Committee's recommendation, your firm has been ranked First.

The Department of Public Works (DPW) and government stakeholders will enter into contract negotiations with the highest ranked firm for the required services. If compensation, contract requirements, or contract documents cannot be agreed upon, DPW will formally terminate the negotiation, and will initiate negotiations with the next most qualified Proposer.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

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

Ranking

1 message

John F. Calanayan <john.calanayan@dpw.guam.gov> Fri, Jun 6, 2025 at 4:06 PM
To: Phil Roberto <roberto.phil@gmail.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Leila Ludwig <lludwig@ssfm.com>

Mr. Roberto,

Forwarded herewith is the Ranking result for SSHS. Please acknowledge receipt of this email.

John

General Pacific.pdf
28K

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

06 JUN 2025

Philip Roberto
General Pacific Services
265 Mamis Street
Tamuning, Guam 96913

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG
SELECTION PROCESS NOTIFICATION

Dear Mr. Roberto,

The Evaluation Committee, chaired by Guam Department of Education (GDOE) Superintendent Dr. Erik K. Swanson, has completed the selection process for the New Simon Sanchez FDDBLM, Project No. 730-5-1059-L-YIG. Based on the Evaluation Committee's recommendation, your firm has been ranked Second

The Department of Public Works (DPW) and government stakeholders will enter into contract negotiations with the highest ranked firm for the required services. If compensation, contract requirements, or contract documents cannot be agreed upon, DPW will formally terminate the negotiation, and will initiate negotiations with the next most qualified Proposer.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

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

Ranking

2 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Fri, Jun 6, 2025 at 4:07 PM
To: John Sage <kiwijohnkohi@yahoo.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Leila Ludwig <lludwig@ssfm.com>

Mr. Sage,

Forwarded herewith is the Ranking result for SSHS. Please acknowledge receipt of this email.

John

Guam Educational.pdf
29K

John Sage <kiwijohnkohi@yahoo.com> Fri, Jun 6, 2025 at 5:10 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Glenn Leon Guerrero <gguerrero@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Leila Ludwig <lludwig@ssfm.com>

John,

Receipt acknowledged.

Thank you for your consideration of GEFF for this procurement.

John

On Jun 6, 2025, at 4:08 PM, John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

Mr. Sage,

Forwarded herewith is the Ranking result for SSHS. Please acknowledge receipt of this email.

John
<Guam Educational.pdf>

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

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

public works
DIPATTAMENTON CHE'CHO' PUBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

06 JUN 2025

John Sage, P.E.
Guam Education Finance Foundation III, Inc.
3340 Peachtree Road, Suite 1780
Atlanta, Georgia 30326

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG
SELECTION PROCESS NOTIFICATION

Dear Mr. Sage,

The Evaluation Committee, chaired by Guam Department of Education (GDOE) Superintendent Dr. Erik K. Swanson, has completed the selection process for the New Simon Sanchez FDDBLM, Project No. 730-5-1059-L-YIG. Based on the Evaluation Committee's recommendation, your firm has been ranked Third.

The Department of Public Works (DPW) and government stakeholders will enter into contract negotiations with the highest ranked firm for the required services. If compensation, contract requirements, or contract documents cannot be agreed upon, DPW will formally terminate the negotiation, and will initiate negotiations with the next most qualified Proposer.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

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

For Immediate Release- SSHS Developer Selection Process Reaches Final Phase

Donna Herrero <donna.herrero@dpw.guam.gov> Fri, Jun 6, 2025 at 4:17 PM
To: Krystal Paco-San Agustin <krystal.paco@guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Good afternoon Krystal,

Please find the attached press release for your reference. Please release once reviewed. Please acknowledge receipt of this email and attachment.

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

DPW SSHS Press Release Selection - 06jun25.docx
118K

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

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

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

FOR IMMEDIATE RELEASE

June 6, 2025

SIMON SANCHEZ HIGH SCHOOL DEVELOPER SELECTION PROCESS REACHES FINAL PHASE

Tamuning, Guam – The Department of Public Works (DPW) announced today that the evaluation phase for the new Simon Sanchez High School project is now complete, marking a major milestone toward delivering a long-awaited, state-of-the-art campus for the students and educators of northern Guam.

The selection process was conducted under the guidelines of Public Law 37-22 and the MA KÅHAT Act. A multi-agency Evaluation Committee—chaired by Guam Department of Education Superintendent Dr. Erik K. Swanson and comprised of representatives from the Guam Department of Education (GDOE), Guam Economic Development Authority (GEDA), Department of Public Works (DPW), and Department of Land Management (DLM)—carried out the review with transparency, rigor, and integrity.

"I want to personally thank each member of the Evaluation Committee for their diligence and professionalism throughout this process," said DPW Director Vincent P. Arriola. "The work they've done reflects a shared commitment to our youth and the future of Guam."

Three highly experienced firms submitted full proposals for the Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) delivery of the new campus:

- **Core Tech International**
- **General Pacific Services (GPS)**
- **Guam Education Financing Foundation (GEFF)**

All three proposers demonstrated significant capacity and experience in school construction, along with a clear desire to serve as long-term partners to the Yigo community. Each firm articulated its commitment to deliver a project that meets technical, financial, operations and maintenance expectations.

The firm recommended for negotiations is: CORE-TECH INTERNATIONAL CORPORATION.

With this selection, DPW and government stakeholders will move into the contract negotiation phase. If terms cannot be finalized with the top-ranked proposer, the government will initiate discussions with the next most qualified firm as provided by law.

"This process has never been just about construction," Arriola noted. "It's about restoring trust in public institutions and providing our youth with the facilities they deserve. This was a long, carefully structured RFP, developed with input from GDOE, the principal of Simon Sanchez High School, GEDA, DPW, the Attorney General's Office and our consultants- all who are committed to getting this right."

Arriola also emphasized the importance of forward momentum, urging all stakeholders to honor the integrity of the process and the urgent needs of the community.

"The students of Simon Sanchez and their families have waited too long. Every proposer has claimed to be a committed community partner, and we are taking them at their word. A protest at this stage would not only be contrary to that commitment—it would delay a project that thousands of students, parents, and educators have been depending on for over a decade"

DPW is committed to transparency and partnership as it moves into this next phase and looks forward to announcing final contract details in the coming weeks.

"We are not just building a school," Arriola said. "We are building a future for future generations of our island's children."

****

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

FOR IMMEDIATE RELEASE

June 6, 2025

SIMON SANCHEZ HIGH SCHOOL DEVELOPER SELECTION PROCESS REACHES FINAL PHASE

Tamuning, Guam – The Department of Public Works (DPW) announced today that the evaluation phase for the new Simon Sanchez High School project is now complete, marking a major milestone toward delivering a long-awaited, state-of-the-art campus for the students and educators of northern Guam.

The selection process was conducted under the guidelines of Public Law 37-22 and the MA KÅHAT Act. A multi-agency Evaluation Committee—chaired by Guam Department of Education Superintendent Dr. Erik K. Swanson and comprised of representatives from the Guam Department of Education (GDOE), Guam Economic Development Authority (GEDA), Department of Public Works (DPW), and Department of Land Management (DLM)—carried out the review with transparency, rigor, and integrity.

"I want to personally thank each member of the Evaluation Committee for their diligence and professionalism throughout this process," said DPW Director Vincent P. Arriola. "The work they've done reflects a shared commitment to our youth and the future of Guam."

Three highly experienced firms submitted full proposals for the Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM) delivery of the new campus:

- **Core Tech International**
- **General Pacific Services (GPS)**
- **Guam Education Financing Foundation (GEFF)**

All three proposers demonstrated significant capacity and experience in school construction, along with a clear desire to serve as long-term partners to the Yigo community. Each firm articulated its commitment to deliver a project that meets technical, financial, operations and maintenance expectations.

The firm recommended for negotiations is: [INSERT SELECTED FIRM HERE].

REQUEST FOR PROPOSALS

FOR

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

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

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

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

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

REQUEST FOR PROPOSALS

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

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PREPARED BY:

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

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: 3/21/25

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: 3-21-25

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

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

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

REQUEST FOR PROPOSAL

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

RFP documents will be available starting **Friday, March 28, 2025**, at the **Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW** for a **non-refundable fee of $25.00**. Payment must be made at the **Treasurer of Guam,** located at DPW, and a receipt must be presented to obtain the documents. Upon obtaining the RFP, Proposers must complete and return the **Acknowledgment of Receipt Form (Attachment 7)** to DPW. Failure to submit this form will result in the Proposer's disqualification as being non-responsive.

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

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

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

VINCENT P. ARRIOLA
Director

Project Name: RFP FOR NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE. DEMOLITION. DESIGN. BUILD. LEASIULEASE.BACK & INSURE/CAPITAL MAINTENANCE
Project No.: 730-5-1059-L-YIG

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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

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

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Attachments

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

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS
ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION
ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS
ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES
ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS
ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION
ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM
ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS
ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

I. PROJECT OVERVIEW

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

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

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

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

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

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

II. TERM AND TIME OF PERFORMANCE

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

III. SCOPE OF SERVICES

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

IV. COMMUNICATION REGARDING THE RFP

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

V. PROPOSAL PACKAGE REQUIREMENTS

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

VI. PROPOSAL SUBMITTAL

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

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

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

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

2. Contents

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

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

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

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

Section 3: Cover Letter (max. 1 page)

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

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

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

c) You must also indicate whether you are operating as an individual proprietorship, partnership, corporation, or joint venture.

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

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

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

Section 4- Personnel Experience and Qualifications

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

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

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

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. Include A&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 KÅHAT 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 toto receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda from DPW regarding this RFP.

X. AMENDMENTS

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

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

XI. PRE-PROPOSAL CONFERENCE

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

XII. PRE-PROPOSAL QUESTIONS

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

XIII. EXPLANATION TO PROPOSERS

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

XIV. DPW's ANSWERS

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

XV. WITHDRAWAL OF PROPOSALS

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

XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVII. NO LATE PROPOSALS

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

XVIII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

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 1).* As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation that have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available

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

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

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

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

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

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

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

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

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

XXXIII. OPENING OF PROPOSALS

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

XXXIV. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

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

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

Evaluation Process

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

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

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

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer

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

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

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

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

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

XXXV. EVALUATION CRITERIA

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

XXXVI. EVALUATION, RATING AND SELECTION TABLE

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

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

EVALUATION CRITERIA	MAX SCORE	SCORE
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.*	**10**	
TOTAL POINTS	**100**	

XXXVII. INDIVIDUAL EVALUATION FORM

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

XXXVIII. SUMMARY EVALUATION FORM

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

XXXIX. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

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

XL. NEGOTIATION AND AWARD OF CONTRACT

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

Contract negotiations will be directed towards:

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

XLI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

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

XLII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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

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

XLIII. NOTICE OF AWARD

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

XLIV. AWARDING OF CONTRACT

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

XLV. COMMENCEMENT OF WORK

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

XLVI. DEFINITIONS

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

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **Notice** as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.
- **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 KÅHAT ACT OF 2013*" specifically for the financing, construction, demolition of the existing facility, provision of FF&E services and insurance and maintenance.

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

Key Lease Terms.

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

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

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

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

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

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

FINANCE

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

Supplemental Information

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

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

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

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

TERMS OF PAYMENT

(see RFP section VIII. TERMS OF PAYMENT)

PLEDGED GENERAL FUND REVENUES

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

(end)

DESIGN/CONSTRUCTION
AND
INSURANCE/CAPITAL MAINTENANCE
SCOPE OF WORK

ATTACHMENT B

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

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

B. General Design Requirements

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

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

2. The Developer is responsible for procurement and installation of Furniture, Fixtures, and Equipment (FF&E).

3. Facilitate GDOE Review of the Developer's A/E Final Construction Documents at 60% Design Development and Final Design stages. These include GDOE Commissioning Design Review.

4. Disregard references to alternate bid items in the programming documents. The total cost must be for the financing, construction, and maintenance of the entire project scope and itemized as required in Part D.

5. Provide biological conservation measures prior to use of the site for clearing & grading or demolition. Refer to Part F1.

6. Provide geotechnical investigation work required for the Final Construction Documents.

7. Expedite demolition, clearing & grading, geotechnical, and building permit applications. Design work for the Final Construction Documents may be structured to allow for demolition, geotechnical work, clearing, and grading permit applications prior to Final Construction Document completion.

8. Expedite design work needed for construction procurement of long-lead materials, building systems, and FF&E.

C. General Construction Requirements

1. Ensure that all construction phase requirements are met.

2. Provide all required insurance.

3. Coordinate with GDOE, SSHS, and FBLG:

   a. Provide FBLG with all emergency contact information for the contractor and developer's project/construction manager.

   b. Provide 1-week notice prior to commencement of work activities within 100-ft of FBLG school grounds.

   c. Provide 3-weeks' notice prior to any utility work that will affect FBLG school.

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

D. Project Scope

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

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

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

E. School Population

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

F. Design Requirements:

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

f. Complete the Incidental Take Permit Application and Translocation of the identified snail colony prior to construction of the shared multipurpose sports field.

g. Provide periodic biological monitoring during and after construction as required by the Guam Department of Agriculture and USFWS.

2. Demolition

a. Demolish the existing SSHS campus facilities excluding the Cafeteria and protect items required to be salvaged and relocated.

b. Comply with all requirements for Hazardous Material demolition work noted in the programming document.

c. Salvage the existing Simon Sanchez statue and relocate to the main entrance of the new campus. Coordinate salvage with time capsule opening by SSHS and GDOE.

d. Salvage items and relocate as identified in the programming document design.

3. Bus Stop

a. Protect the existing bus stop along Juan Jacinto Drive for uninterrupted use until the new bus stop is constructed and cleared for use by the government.

b. Provide the new bus stop adjacent to the primary car entrance and guard house prior to demolition of the existing bus stop.

4. Traffic Circulation and Parking

a. Locate the bus entrance/exit for the campus at the southeastern corner of the site along Juan Jacinto Drive.

b. Locate car entry/exits on the east side of the site along Juan Jacinto Drive to mitigate traffic issues along the north side of the site. Provide a guard house at the primary car entrance gate.

c. Provide a continuous emergency vehicle access road along the perimeter of the campus buildings.

d. Provide parking adjacent to the campus facilities and the sports facilities.

5. Community Walking Path

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

6. Credit Recovery Building

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

7. Auditorium and Gymnasium

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

8. Drill Pad

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

9. Courtyard Space and Main Entrance

   a. Place campus buildings around a secured central courtyard excluding the credit recovery building. The primary entry for the campus buildings must be through the courtyard space.

   b. Provide a covered Main Entrance that functions as the primary controlled entry point together with the school office. Provide electronic access-controlled egress gates from the courtyard. Provide lockable decorative aluminum main entrance gates.

   c. Relocate the existing Simon Sanchez statue to the Main Entrance with a new 3-ft high concrete pedestal with a dedication plaque commemorating Simon Sanchez's historic significance.

   d. Provide four flag poles adjacent to the Main Entrance.

   e. Provide monument signage adjacent to the Main Entrance.

   f. Provide a covered walkway from the car rider drop-off area to the main office entrance.

   g. Provide a bus canopy (pedestrian covered walkway) from the bus drop-off area to the main courtyard. A secondary entrance into the courtyard may be used for the bus canopy.

   h. Provide covered walkways within the courtyard connecting the separate school building entrances and include covered student benches with adequate rain protection.

   i. Provide convenience walkways through the courtyard space and uncovered seating.

   j. Provide electronic access-controlled egress gates from the courtyard to the fire lanes/exit discharge areas.

   k. Secure the courtyard from other campus facilities that are used after school hours such as the Gymnasium and Auditorium.

   l. Provide access to 1st floor restrooms from the covered building entrances/walkways at the courtyard.

   m. Provide a stage for assembly events in the courtyard.

n. Do not place student lockers along the courtyard.

o. Provide student planting areas.

p. Provide trellis-covered outdoor learning areas.

q. Provide convenience outlets throughout the courtyard covered seating areas.

r. courtyard space.

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

10. Sports Facilities

a. Provide a combined football/soccer field with a perimeter 8-lane running track, press box, restrooms, storage, and fixed spectator seating.

b. Provide an outdoor scoreboard that can be viewed from the press box and spectator seating.

c. Provide track and field provisions for long jump, triple jump, shot put, discus, and javelin throw.

d. Provide alternating lane colors for the running track.

e. Provide a 4-ft fence with access gates along the track perimeter to protect the track from excessive pedestrian traffic.

f. Provide a separate practice field near the football/soccer field.

g. Provide 4 tennis courts with spectator seating.

h. Provide a multipurpose baseball/softball/soccer field that will be shared by SSHS and FBLG schools.

i. Provide fixed spectator seating, backstops, and dugouts for the multipurpose baseball and softball fields.

j. Provide portable bleachers for the multipurpose soccer field.

k. Provide field lighting.

11. General Requirements for Building Design

a. Do not exceed a second-floor level.

b. Provide Access-controlled entry with egress override at exterior building doors.

c. Provide ADA door operator controls at primary building entrances.

d. Provide a minimum of two passenger elevators and one service elevator for 2nd floor access.

e. Provide Security Surveillance and Alarm systems.

f. Provide seismic separation as established in the programming document design.

g. Provide roof access and fall protection.

h. Provide gravel maintenance strips at perimeter of buildings.

i. Comply with Guam Zoning Code; International Building Code 2009; Guam Tropical Energy Code; ADA/ANSI A117.1-2003; Department of Public Health and Social Services requirements for school facilities; National Federation of High Schools standards for sports facilities.

j. Refer to Part I and J requirements.

12. Corridors

a. Minimize hiding spots in corridors.

b. Locate general student lockers in classroom building corridors.

c. Provide Access Control for exterior doors

13. Artwork

a. Provide Local Artist murals/artwork/embroidered banners/flags at building entrances; the fence structure along the east side of the campus adjacent to the community walking path; offices; conference rooms; cafeteria; auditorium lobby; and library. Refer to Attachment B-16 for CAHA requirements.

14. Room Requirements

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

15. Room Adjacencies

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

16. Campus Wing Configurations

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

17. Room Area and Dimensions

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

18. Building Systems Requirements

    a. Refer to Part I.

19. Access Control Requirements

    a. Refer to Part I.

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

G. Design Development Requirements for Final Construction Documents:

1. Modification of the Programming Document Design is acceptable for:

    a. Site Layout and Courtyard Configuration

    b. Room Configuration & Placement

    c. Building Shell Design

    d. Building Systems Design

    e. FF&E

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

H. Site Development Requirements

1. Civil – Refer to Attachment B-15

2. Landscaping – Refer to Attachment B-15

3. Site Fire Protection – Refer to Attachment B-15

4. Site Electrical & Telecom – Refer to Attachment B-15

I. Building Shell & Systems Requirements

1. Architectural

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

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

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

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

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

10) Provide clearstory windows for the library reading room, cafeteria dining area, and classroom building second floor corridors.
11) Provide tinted safety glass for doors and windows.
12) Comply with room requirements for exterior doors & windows.

f. Roof Access, Fall Protection, and Stairs
   1) Provide secure roof access stairs.
   2) Provide secure roof access ladders with fall protection.
   3) Provide parapet walls or guardrails for roofs.
   4) Provide fall protection system anchors without parapet walls or guardrails.
   5) Provide aluminum guardrails with handrails at stairways.
   6) Provide aluminum guardrails for balcony walkways and fall protection.

g. Interior Walls and Columns
   1) Provide plaster and paint finish for exposed concrete walls and columns.
   2) Provide gypsum board wall partitions and furring with light gauge metal framing; comply with fire resistance requirements.
   3) Provide cement backer board wall partitions with light gauge metal framing for walls receiving tile finish.
   4) Provide wood blocking and additional framing support where other work or equipment is attached to wall partitions.
   5) Provide acoustic insulation at wall partitions; use water and mold resistant insulation at plumbing walls and furring for exterior walls.
   6) Provide paint patterns per the programming document design.
   7) Provide rubber base for interior walls except for rooms with ceramic tile floor or wall finish.
   8) Comply with room requirements for interior walls and FF&E.

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

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

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

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

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

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

2. Structural Requirements – Refer to Attachment B-15

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

4. Electrical Power & Lighting – Refer to Attachment B-15

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

5. Telecommunications – Refer to Attachment B-15

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

J. Commissioning Requirements

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

K. Insurance and Capital Maintenance and Custodial Plan Requirements

Insurance

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

Subject to the preceding paragraph, the Proposer shall:

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

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

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

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

4. Maintain or cause to be maintained flood insurance for any portion of the Project located in a flood plain.

All Insurance herein provided for shall be affected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in Guam, that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally recognized rating agencies, except as otherwise hereinafter provided. As an alternative to the requirement of subsections (i), (ii), (iii) and (iv), the offeror may insure such property to the same extent under a blanket insurance policy or policies which cover not only such property but other properties.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the government. All policies or certificates issued by the respective insurers for insurance shall also require the insurer to give the government notice of the non-payment of the premium and shall give the government a reasonable opportunity to cure such non-payment. Certificates of insurance listing such policies shall be deposited with the Trustee together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the government together with evidence of payment of premiums therefor.

All policies of insurance shall provide that the government is an additional insured, provided, that all policies of insurance (except the policy of public liability specified in Section 7.01(b)(ii)) shall also provide that the proceeds thereof shall be payable to the Lessor. The Net Proceeds of fire and extended coverage insurance shall be deposited into the Insurance and Maintenance Fund under the Trust Agreement to be applied to rebuild and repair the Facility or into the Redemption Fund under the Trust Agreement to be applied to prepay outstanding Certificates as provided in Article X, as determined by the offeror in consultation with the government.

Capital Maintenance and Custodial Plan

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

The Maintenance Contractor will then prepare an annual budget to address the facilities annual custodial, grounds and maintenance & repair as a separate cost to the construction financing. Additionally, this budget will include a capital maintenance fund to fund all replacement equipment as highlighted in the attached "30 Year Maintenance Program" Work Scope.

The building maintenance and custodial services phases shall commence upon acceptance of the school and shall continue for a period of thirty (30) years or until the leaseback contract is completed. Routine maintenance, repair and upkeep shall be the responsibility of the Contractor, as provided by the terms of the Insurance, Maintenance Agreement. Building maintenance includes the preventive maintenance of the whole facility, and the replacement of all fixed equipment. Custodial services include all janitorial services, ground maintenance, and trash disposal.

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

SSHS Evaluation Result

Linda Ibanez <linda.ibanez@dpw.guam.gov> Mon, Jun 9, 2025 at 9:14 AM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>

Thank you Tom!

On Mon, Jun 9, 2025 at 8:47 AM Tom Keeler <tkeeler@oagguam.org> wrote:

> John,
> Thanks. Receipt acknowledged, all looks in order.
> Regards,
> Tom
> Thomas P. Keeler
> Assistant Attorney General
> Cell: 488-3232
>
> On Fri, Jun 6, 2025 at 5:20 PM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:
> Tom,
>
> Forwarded herewith is the Tabulation Form and Ranking Letter. (see below)
>
> John

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

05 JUN 2025

TO: VINCENT P. ARRIOLA
DPW DIRECTOR

FR: DR. ERIK K. SWANSON
SSHS EVALUATION COMMITTEE CHAIRMAN

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG;
SSHS EVALUATION COMMITTEE REPORT & RECOMMEDATION

The Evaluation Committee has reviewed the proposals, attended presentations and interviewed the Proposers for the New Simon Sanchez High School (FDDBLM), Project No. 730-5-1059-L-YIG, with the intent of selecting the best qualified Proposer to provide the services in the best interest of the government.

After extensive review and based on the committee's evaluation and rating, the Proposers are ranked in order below (highest ranked to lowest ranked):

Ranking

1st: Core Tech International
2nd: General Pacific Services, LLC
3rd: Guam Education Finance Foundation III

We recommend that DPW and the government enter negotiations with the highest ranked Proposer.

Sincerely,

ERIK K. SWANSON
GDOE Superintendent | SSHS Evaluation Chairman

TALLY FORM

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

Proposer / Consultant	Evaluator's Rating						Total
	"A"	"B"	"C"	"D"	"E"	"CHAIR"	
GEFF III	42	72	84	87	90	77	375
Core Tech International	78	70	97	93	95	91	524
General Pacific Services	61	82	95	94	96	93	521
TOTAL	181	224	276	274	281	261	1420

CONCURRED BY:

EVALUATOR "A"

Name: **Linda Ibanez**
Title: Deputy Director
Dept.: Dept. of Public Works

EVALUATOR "B"

Name: **Carla Masnayon**
Title: SSHS Principal
Dept.: Simon Sanchez High School

CHAIRMAN

Name: **K. Erik Swanson**
Title: Superintendent
Dept. GDOE

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Deputy Director

06 JUN 2025

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

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG
SELECTION PROCESS NOTIFICATION

Dear Mr. Eun,

The Evaluation Committee, chaired by Guam Department of Education (GDOE) Superintendent Dr. Erik K. Swanson, has completed the selection process for the New Simon Sanchez FDDBLM, Project No. 730-5-1059-L-YIG. Based on the Evaluation Committee's recommendation, your firm has been ranked First.

The Department of Public Works (DPW) and government stakeholders will enter into contract negotiations with the highest ranked firm for the required services. If compensation, contract requirements, or contract documents cannot be agreed upon, DPW will formally terminate the negotiation, and will initiate negotiations with the next most qualified Proposer.

Sincerely,

VINCENT P. ARRIOLA
Director

EVALUATOR "C"

Name: **Carlos Bordallo**
Title: Deputy Director
Dept.: GEDA

EVALUATOR "D"

Name: **Celine Cruz**
Title: Chief Planner
Dept.: Director of Land Management

6.5.2025
EVALUATOR "E"

Name: **Benny San Nicolas**
Title: Building Permits Administrator
Dept.: Dept. of Public Works

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

06 JUN 2025

Philip Roberto
General Pacific Services
265 Mamis Street
Tamuning, Guam 96913

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG
SELECTION PROCESS NOTIFICATION

Dear Mr. Roberto,

The Evaluation Committee, chaired by Guam Department of Education (GDOE) Superintendent Dr. Erik K. Swanson, has completed the selection process for the New Simon Sanchez FDDBLM, Project No. 730-5-1059-L-YIG. Based on the Evaluation Committee's recommendation, your firm has been ranked Second

The Department of Public Works (DPW) and government stakeholders will enter into contract negotiations with the highest ranked firm for the required services. If compensation, contract requirements, or contract documents cannot be agreed upon, DPW will formally terminate the negotiation, and will initiate negotiations with the next most qualified Proposer.

Sincerely,

VINCENT P. ARRIOLA
Director

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

06 JUN 2025

John Sage, P.E.
Guam Education Finance Foundation III, Inc.
3340 Peachtree Road, Suite 1780
Atlanta, Georgia 30326

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG
SELECTION PROCESS NOTIFICATION

Dear Mr. Sage,

The Evaluation Committee, chaired by Guam Department of Education (GDOE) Superintendent Dr. Erik K. Swanson, has completed the selection process for the New Simon Sanchez FDDBLM, Project No. 730-5-1059-L-YIG. Based on the Evaluation Committee's recommendation, your firm has been ranked Third.

The Department of Public Works (DPW) and government stakeholders will enter into contract negotiations with the highest ranked firm for the required services. If compensation, contract requirements, or contract documents cannot be agreed upon, DPW will formally terminate the negotiation, and will initiate negotiations with the next most qualified Proposer.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

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

SSFM/ DPW: SSHS Mtg

Leila Ludwig <lludwig@ssfm.com> Mon, Jun 9, 2025 at 1:37 PM
To: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John Calanayan (john.calanayan@dpw.guam.gov)" <john.calanayan@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, Leila Ludwig <lludwig@ssfm.com>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

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invite.ics
4K

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

SSFM/ DPW: SSHS Mtg

Donna Herrero <donna.herrero@dpw.guam.gov> Tue, Jun 10, 2025 at 10:03 AM
To: Leila Ludwig <lludwig@ssfm.com>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John Calanayan (john.calanayan@dpw.guam.gov)" <john.calanayan@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>

Thank you

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

On Tue, Jun 10, 2025 at 9:59 AM Leila Ludwig <lludwig@ssfm.com> wrote:

> Thank you, Donna. I'll update Evite to 11am
>
> ☺
>
> **Leila Ludwig** | Project Coordinator
>
> SSFM International
>
> Innovate | Adapt | Sustain
>
> 215 Rojas Street, Suite 213 | Harmon, Guam 96913
>
> D 808.913.0362
>
> lludwig@ssfm.com| www.ssfm.com
>
> **From:** Donna Herrero <donna.herrero@dpw.guam.gov>
> **Sent:** Tuesday, June 10, 2025 10:00 AM
> **To:** Leila Ludwig <lludwig@ssfm.com>
> **Cc:** Vincent P. Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John Calanayan (john.calanayan@dpw.guam.gov) <john.calanayan@dpw.guam.gov>; Joseph W Duenas <jduenas@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; Gerard E. Bautista <gbautista@ssfm.com>; Ed Hipolito <ehipolito@ssfm.com>; Valarie San Nicolas-Cruz

<valarie.sannicolas@dpw.guam.gov>
Subject: Re: SSFM/ DPW: SSHS Mtg

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

Good morning mam,

Due to conflicts in schedules please move the meeting back to 11 or 1130am same day, Jun 11

Thank you,

Donna Herrero,

Private Secretary

Department of Public Works

(671)647-5055

On Mon, Jun 9, 2025 at 1:37 PM Leila Ludwig <lludwig@ssfm.com> wrote:

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.

SSFM International

DPW/SSFM Weekly Meeting - Minutes
Wednesday, June 11, 2025 – 11:30 AM
DPW Directors Office

Attendees:			
Vince Arriola	DPW	Gerard Bautista	SSFM
Linda Ibanez	DPW	Ed Hipolito	SSFM
Joseph Duenas	SSFM	Leila Ludwig	SSFM
Glenn Leon Guerrero	SSFM		

I. CALL TO ORDER
- *Meeting began at 11:30 AM by DPW Director, Vince Arriola.*

II. APPROVAL OF MINUTES
- *SSFM will transmit the documents to VA by next meeting Wednesday, June 18.*

III. UNFINISHED BUSINESS

A. Debrief on Last Week's Interviews.
- *VA expressed satisfaction with the outcome and progression of evaluation process. VA also commended SSFM on how the Evaluation Committee Members (ECM) and Subject Matter Experts (SME) preparedness and thorough understanding of the proposals and evaluation process.*

B. No Cost Change Order
- *SSFM emphasized that the Change Order is at no cost and addresses the longer than anticipated pre-construction phase, for proper billing flow.*
- *In review by Linda Ibanez*

IV. NEW BUSINESS

A. Proposed Negotiations Steps and Schedule
- *JD (SSFM) reviewed with the group Attachments 1 and 2. VA concurred with the proposed Negotiation Steps and Schedule.*
- *VA (DPW) confirmed that the process will not involve returning to the legislature.*

V. ACTION ITEMS

A. Meeting with Negotiation Team/ SMEs.
- *Send out invitation Friday, June 13th, 2025, at 8:30 a.m.*

B. Identify and secure Lead Attorney.
- *Proposed to have GEDA Attorney, Terry Brooks, the group will confirm with Tina Garcia at the Friday, June 13th, 2025, meeting.*
- *The group also noted that Attorneys Nishihira and Keeler should be included in all discussion/ correspondence.*

C. Set up Negotiations Meeting w/ Proposer #1/ Send out letter.
   - *SSFM will confirm with Attorney Tom Keeler (OAG) if we can open Finance Term Sheet with our Proposer being there.*
   - *Will coordinate after the Friday, June 13th, 2025, meeting with the Negotiation Team*

VI. NEXT MEETINGS (proposed)

A. Meeting with negotiation committee and SMEs- Friday, June 13th, 9am, FHWA Conference Room.
   - *The meeting time was revised to 8:30 AM*

B. Weekly DPW/ SSFM Meeting- Wednesday, June 18th, 9am DPW.

C. Negotiation Meeting w/ Proposer #1
   - *TBD*

VII. ADJOURN
   - *Meeting adjourned at 12:33 PM by DPW Director, Vince Arriola.*

****

UPCOMING MILESTONES

- **Friday, June 13:** Internal Negotiations Meeting
- **Monday, June 16:** First Negotiations Meeting with Core Tech Intl
- **Monday, June 30:** Second Negotiations Meeting with Core Tech Intl
- **Thursday, July 17:** Anticipated Final Negotiations to Lead Attorney
- **Thursday, July 24:** Anticipated Government final contract of review, signature routes
- **Monday, August 4:** Issue NTP

Edited and reviewed by:

Glenn Leon Guerrero
Senior Project Manager

SSFM International

ATTACHMENT 1

PROPOSED NEGOTATION STEPS & SCHEDULE

STEP 1: Finalize negotiation committee and SMEs- Week of June 9th

1. Negotiation Lead- DPW Director (Vince)
2. Evaluation Committee Chair- GDOE Superintendent (Erik)
3. Construction and Design SMEs- SSFM (Ed), TRMA (Cedric)
4. Operations & Maintenance SME/ End User- SSFM (Glenn), SSHS Principle (Carla)
5. Finance SMEs- BBMR Director (Lester), GEDA Director (Tina)
6. Legal SMEs- Corporate Attorney via GEDA (TBD), GEDA Bond Counsel, AG's Office.

STEP 2: Establish, procure, and align with Lead Attorney- Week of June 9th.

STEP 3: Meet with negotiation committee and SMEs to establish list of Gov Guam "non negotiables" prior to negotiations- Week of June 9th.

STEP 4: Negotiation Meeting #1 w/ Proposer- Outline government process & schedule. - Week of June 16th.

STEP 5: Send Lead Attorney our government non-negotiables to draft up contract in one week. - Week of June 16th.

STEP 6: Internal government and SME review of DRAFT contract, make revisions and finalize. - Week of June 24th.

STEP 7: Send draft contract to Core Tech and schedule Negotiation Meeting #2 w/ Proposer for the same week. – Week of June 30th.

STEP 8: Send final negotiated items to Lead Attorney for final contract. - Week of July 17th.

STEP 9: Government final contract of review, route contract for signatures. - Week of July 24th

STEP 10: Upon fully executed contract, issue NTP. - Week of August 4th.

STEP 11: Secure Building Permit

STEP 12: Groundbreaking Ceremony

SSFM International

ATTACHMENT 2

Non-Negotiable Compliance Checklist – Simon Sanchez High School RFP

This checklist identifies the mandatory, non-negotiable requirements under the RFP for the New Simon Sanchez High School project (Project No. 730-5-1059-L-YIG), as governed by the Ma Kåhat Act of 2013 and relevant Guam procurement law. Use this to determine proposer compliance prior to or during negotiations.

Requirement	Compliant (Yes/No)	Notes
Budgetary Ceiling Compliance (Ma Kåhat Act)		Must be within statutory ceiling. No exceptions.
School Capacity: 2,000 Students		Any deviation from this number is non-compliant.
Complete FDDBLM Scope (Demolition, Design, Build, Lease/Leaseback, FF&E, Insurance, Capital Maintenance)		All components must be included.
Mandatory Forms Submitted (Attachments 1–9)		Incomplete form package = automatic disqualification.
Valid Guam Contractor's License & Bonding		License must be active and in good standing.
Attended Mandatory Pre-Proposal Conference & Site Visit		Non-attendance results in disqualification.
Sealed Price Proposal and Term Sheet Submitted Separately		Improper format = non-compliance.
Leaseback Term Not Exceeding 30 Years		Required by statute – not negotiable.

SSFM International

ATTACHMENT 3

SSHS Leaseback Amortization Scenarios				
Principal ($M)	Interest Rate	Annual Debt Service	Total Payments	Total Interest
$130	5%	$8,456,687	$253,700,597	$123,700,597
$130	6%	$9,444,358	$283,330,755	$153,330,755
$130	7%	$10,476,232	$314,286,974	$184,286,974
$130	8%	$11,547,566	$346,426,990	$216,426,990
$140	5%	$9,107,201	$273,216,027	$133,216,027
$140	6%	$10,170,848	$305,125,428	$165,125,428
$140	7%	$11,282,096	$338,462,895	$198,462,895
$140	8%	$12,435,841	$373,075,220	$233,075,220
$150	5%	$9,757,715	$292,731,458	$142,731,458
$150	6%	$10,897,337	$326,920,102	$176,920,102
$150	7%	$12,087,961	$362,638,816	$212,638,816
$150	8%	$13,324,115	$399,723,450	$249,723,450
$160	5%	$10,408,230	$312,246,888	$152,246,888
$160	6%	$11,623,826	$348,714,775	$188,714,775
$160	7%	$12,893,825	$386,814,737	$226,814,737
$160	8%	$14,212,389	$426,371,680	$266,371,680

SSFM International

SIGN- IN SHEET

Purpose: Wednesday Weekly Meeting

Date: Wednesday, June 11, 2025 **Time:** 1100

Location: DPW Directors Office

Y/N	Organization	Name	Email Address	Initials
	DPW	Vincent Arriola	Vince.arriola@dpw.guam.gov	
	DPW	Linda Ibanez	Linda.ibanez@dpw.guam.gov	
	DPW	John Calanayan	John.calanyan@dpw.guam.gov	
	SSFM	Joe Duenas	jduenas@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
	SSFM	Leila Ludwig	lludwig@ssfm.com	

SSFM International

DPW SSFM Weekly Wednesday Meeting
Wednesday, June 11, 2025 1100
DPW Directors Office

I. CALL TO ORDER

II. APPROVAL OF MINUTES

III. UNFINISHED BUSINESS
- A. Debrief on Last Week's Interviews.
- B. No Cost Change Order

IV. NEW BUSINESS
- A. Proposed Negotiations Steps and Schedule (see page 2)

V. ACTION ITEMS
- A. Meeting with Negotiation Team/ SMEs.
- B. Identify and secure Lead Attorney.
- C. Set up Negotiations Meeting w/ Proposer #1/ Send out letter.

VI. NEXT MEETINGS (proposed)
- A. Meeting with negotiation committee and SMEs- Friday, June 13th, 9am, FHWA Conference Room.
- B. Weekly DPW/ SSFM Meeting- Wednesday, June 18th, 9am DPW.
- C. Negotiation Meeting w/ Proposer #1

VII. ADJOURN

****

UPCOMING MILESTONES

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SSFM International

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1. Negotiation Lead- DPW Director (Vince)
2. Evaluation Committee Chair- GDOE Superintendent (Erik)
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4. Operations & Maintenance SME/ End User- SSFM (Glenn), SSHS Principle (Carla)
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STEP 2: Establish, procure, and align with Lead Attorney- Week of June 9th.

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STEP 12: Groundbreaking Ceremony

Non-Negotiable Compliance Checklist – Simon Sanchez High School RFP

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Complete FDDBLM Scope (Demolition, Design, Build, Lease/Leaseback, FF&E, Insurance, Capital Maintenance)		All components must be included.
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Valid Guam Contractor's License & Bonding		License must be active and in good standing.
Attended Mandatory Pre-Proposal Conference & Site Visit		Non-attendance results in disqualification.
Sealed Price Proposal and Term Sheet Submitted Separately		Improper format = non-compliance.
Leaseback Term Not Exceeding 30 Years		Required by statute – not negotiable.

SSHS Leaseback Amortization Scenarios				
Principal ($M)	Interest Rate	Annual Debt Service	Total Payments	Total Interest
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$160	7%	$12,893,825	$386,814,737	$226,814,737
$160	8%	$14,212,389	$426,371,680	$266,371,680

SSFM International

INTERNAL NEGOTIATION MEETING - MINUTES

Friday, June 13, 2025 – 8:30 AM
FHWA Conference Room

Attendees:			
Vince Arriola	DPW	Mike Makio – virtual	TRMA
Edward Birn	DOA	Elmer Prudente – virtual	TRMA
Erik Swanson, Ph.D. - virtual	GDOE	Joseph Duenas	SSFM
Carla Masnayon	GDOE-SSHS	Glenn Leon Guerrero	SSFM
Tina Garcia	GEDA	Gerard Bautista – virtual	SSFM
Angelene Rios	GEDA	Ed Hipolito – virtual	SSFM
John San Nicolas - virtual	GEDA	Leila Ludwig	SSFM
Carlos Bordallo	GEDA	Thuy Nguyen	SSFM
Lester Carlson - phone	BBMR		

I. CALL TO ORDER

- *Meeting began at 8:37 AM by DPW Director, Vince Arriola.*
- *Attendees introduced themselves.*

A. Approval of Agenda
- *None to approve*

II. NEW BUSINESS

A. Negotiations

1) Status update and strategy
- *GLG (SSFM) reviewed the negotiation schedule and confirmed that Core Tech International, represented by Mr. Ho Eun, will be invited to the official seal opening on Friday, June 20. GLG recommended opening the Term Sheet seal that day, followed immediately by an internal government negotiation meeting.*
- *JD (SSFM) recommended presenting a draft Contract that included government non-negotiables as a starting point for negotiations, at the June 20 session. VA agreed.*

B. Negotiation Team

1) Membership and roles
- *Negotiation Team Announcement GLG (SSFM) announced the designated Negotiation Team roles:*
  - *VA (DPW) to serve as Lead Negotiator*
  - *CM (GDOE-SSHS), GLG (SSFM), and TG (GEDA) assigned to Operations & Maintenance (O&M)*
  - *EH (SSFM) and CC (TRMA) to lead on Construction*
  - *LC (BBMR), TG (GEDA), and EB (DOA) to handle Bonding and Finance*

- *LC (BBRM) noted that a public hearing is scheduled for Monday morning. This marks the first public on-record acknowledgment.*
- *TG (GEDA) and LC (BBMR) expressed the need to engage Bond Counsel for the project's financing structure. LC outlined two major considerations:*
  - *The agreement structure complies with the provisions of the Ma Kåhat Act.*
- *VA (DPW) requested that TG (GEDA) begin drafting a new contract or review previous contract templates to identify components that are applicable or ineffective, with adjustments tailored specifically for the Simon Sanchez High School (SSHS) project.*
- *TG (GEDA) confirmed the Construction Agreement will be standalone, with Bond Counsel drafting the Financial Lease and TG and LC coordinating legal team leadership.*
- *LC (BBMR) noted that the RFP specifies that tax exemption is facilitated through GEDA, proposers must disclose financing structures, and GovGuam is the payment source via a conduit.*

C. Contract Non-Negotiables

1) Review and confirm terms

- *The group talked about classroom requirement, the understanding is that that setting a firm, non-negotiable condition would hinder negotiations and limit flexibility, emphasized that the RFP is designed to accommodate 2,000 students.*
- *EH (SSFM) reviewed line items in Attachment 2, which included Construction Management (CM) non-negotiables. He noted that many elements listed align with standard contract provisions and contract should also include a Liquidated Damages Clause.*
- *GLG (SSFM) asked GDOE to evaluate the operational impact if completion of the school is delayed by days or weeks. Specific focus was placed on how such delays would affect:*
  - *Student population*
  - *Teachers and staff*
  - *Support services*
  - *If financial penalties would apply, how much per day – (CM responded that a detailed breakdown is not yet available. EB indicated he has access to such data and will follow up)*
- *TG (GEDA) responded by explaining that 85% of bond funds must be obligated and committed within three years. Delays could trigger federal arbitrage rules, resulting in financial penalties. TG stated that Core Tech International's finance team should be aware of these restrictions.*

- *GLG (SSFM) reviewed line items in Attachment 1 related to Operations & Maintenance and deferred to CM for further discussion.*
- *CM (GDOE-SSHS) highlighted the importance of long-term operational planning, particularly given the 32-year project term. CM emphasized the need for an SOP (Standard Operating Procedures) package that includes:*
  - *Operational manual*
  - *Timelines for repair and response*
  - *Maintenance schedules*
  - *Number of staff for maintenance*
- *EB (DOA) stressed the need for a thorough review of insurance coverage and should conduct a comprehensive risk assessment to ensure alignment with project risks.*
- *LC (BBMR) requested a finalized list of non-negotiable items to transmit it to Bond Counsel and Legal Counsel for the preparation of a draft agreement.*
- *It was confirmed that Tom Keeler (OAG) will represent DPW, and Fred Nishihara (OAG) will represent GDOE throughout the process.*

VII. ACTION ITEMS

- *LL (SSFM) to send GEDA/ LC Non-Negotiables Listing by June 13, 2025*
- *TG (GEDA)/ LC (BBMR) to create Draft Contract by June 20, 2025*

VIII. NEXT MEETINGS

- *Tuesday, June 17 at 9:00 DOA Conference Room, 2nd Floor, ITC Building*
- *Friday, June 20 at 9:00 DOA Conference Room, 2nd Floor, ITC Building*

IX. ADJOURNED

- *Meeting adjourned at 10:23 AM by DPW Director, Vince Arriola.*

******

Edited and reviewed by:

Glenn Leon Guerrero

Senior Project Manager

SSFM International

Attachment 1

NEW SIMON SANCHEZ HS:

Finance, Don, Design, Build, Lease/Leaseback & Insure/Capital Maintenance

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

NON-NEGOTIABLES: Construction

1. DEDICATED MAINTENANCE AND CUSTODIAL CREW ONSITE TO ADDRESS DAY-TO-DAY NEEDS
2. Original rectangular shape to ensure maximum line of site for supervision.
3. Multi-purpose building
4. Fine Arts building
5. Gymnasium and sports facilities
6. Courtyard
7. Separate bus drop-off area
8. Storage rooms
9. Security system / foot patrol
10. Multipurpose Building (in the JROTC building)
11. Media Center in Library
12. Regular bells for Hallways
13. Doors open out (if classroom open to the outdoor)
14. Intercom/PA (indoor and outdoor) and bell system
15. Cooking Labs (1 for Culinary Program and 1 for General Education)
16. Spaces for art
17. Room requirements
18. FFE

Can decrease amount of student lockers

Can do without credit-recovery building (Superintendent?)

NON-NEGOTIABLES: Operations & Maintenance (6/10/25 mtg)

1. Provide an Operations Manual based on OEM
2. Maintenance Manual
    a. At a minimum should include PM schedules. IE for HVAC/ Gensets/ Elevators/ Pumps/ Roofing systems.

   b. Corrective Maintenance Plan
      i. Develop & maintain critical spare parts list. (i.e. spare a/c compressors/ blowers/ plumbing, lights, screens, etc.)
   c. Quick turn-around time to respond to maintenance & custodial repairs/needs. Target within 24 hours.
3. Annual Budget
   a. Maintenance & capitol maintenance cost not to exceed $2.5M/ yr
   b. POC will meet monthly with Vice Principal of Facilities
   c. Review of Maintenance Plan and Budget/Expenditures at least every 5 years.
4. Dedicated Staff On-site for Custodial, Grounds and Maintenance
   a. Supervisor
   b. Targeted Custodial – 1 FTE for 15,000 sf
   c. Targeted Grounds – 1 FTE per 12 acres
   d. Targeted Maintenance staff – 1 FTE per 55,000 sf.
5. Capital Plan
   a. Schoolwide painting
   b. Major equipment replacement

NON-NEGOTIABLES: Insurance

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

Subject to the preceding paragraph, the Proposer shall:

i. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Project resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and other perils as the government may agree should be insured against in forms and in amounts which the offeror shall deem advisable or necessary to protect its interests. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the government. Such insurance shall be maintained in an amount not less than the full insurable

value of the Project, subject to deductible conditions acceptable to the government. The term "full insurable value" as used in this subsection means an amount at least equal to the lesser of (i) the then-current replacement value of the Facility, or (ii) the aggregate principal amount represented by the then- outstanding Certificates plus one-half of the aggregate interest represented by the then-outstanding Certificates and payable during the next Fiscal Year. Said "full insurable value" shall be determined from time to time but not less frequently than once in every twelve (12) months.

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

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

iv. Maintain or cause to be maintained flood insurance for any portion of the Project located in a flood plain.

All Insurance herein provided for shall be affected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in Guam, that are, at the time of obtaining each policy and on each policy renewal date, rated in an investment grade category (BBB- or equivalent and higher) by one or more nationally recognized rating agencies, except as otherwise hereinafter provided. As an alternative to the requirement of subsections (i), (ii), (iii) and (iv), the offeror may insure such property to the same extent under a blanket insurance policy or policies which cover not only such property but other properties.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the government. All policies or certificates issued by the respective insurers for insurance shall also require the insurer to give the government notice of the non-payment of the premium and shall give the government a reasonable opportunity to cure such non-payment. Certificates of insurance listing such policies shall be deposited with the Trustee together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the government together with evidence of payment of premiums therefor.

All policies of insurance shall provide that the government is an additional insured, provided, that all policies of insurance (except the policy of public liability specified in Section 7.01(b)(ii)) shall also provide that the proceeds thereof shall be payable to the Lessor. The Net Proceeds of fire and extended coverage insurance shall be deposited into the Insurance and Maintenance Fund under the Trust Agreement to be applied to rebuild and repair the Facility or into the Redemption Fund under the Trust Agreement to be applied to prepay outstanding Certificates as provided in Article X, as determined by the offeror in consultation with the government.

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Attachment 2

Simon Sanchez High School Non-Negotiable Construction (from CM Team)

General Construction Requirements

1. **01 Section of B-8 Programming Specifications shall remain**

2. **Certified Payroll & H-2B Compliance**
   - Require the submission of **weekly certified payrolls** for all workers in accordance with U.S. Department of Labor (DOL) standards and **Guam Department of Labor H-2B requirements**, including:
   - Full wage transparency for local and H-2B workers.
   - Compliance with hiring ratios and local labor priority policies.
   - Verification of labor certifications and visa compliance.

3. **Flow-Down Clauses & Subcontractor Submissions**
   - Include all applicable DPW, RFP, and contract obligations in subcontracts.
   - Submit all executed subcontracts and major supplier agreements for DPW CM record.
   - Use DPW-provided Subcontractor Information Form to track performance, safety, and compliance histories.

4. **RFP Supremacy Clause**
   - Include language to the effect:
     "In the event of conflict, ambiguity, or omission in the Contract, Developer's drawings/specs, or any related documents, the RFP and its attachments shall govern unless expressly modified by written agreement during contract negotiations."

5. **Dispute Resolution Mechanism**

6. **Liquidated Damages Clause**
   Specific LD schedule for delay in:

- Substantial Completion
- Commissioning
- Final Completion
- Establish per-day LD rate commensurate with public interest and maintenance transition.

7. **Developer's Drawings Must Match Programming**
   - Restate as enforceable clause: *"Any deviation from the RFP programming or educational space plan that was not approved during contract negotiation shall be grounds for rejection or non-acceptance of deliverables."*

8. **Construction Warranty Period Obligations**
   - Reinforce the requirement for **warranty monitoring** and **response time commitments**, coordinated with CM for post-occupancy defect resolution.

9. **All CM requirements will remain**

DPW Construction Management (CM) Requirements

1. DPW Construction Management Oversight & Reporting

1.1 Developer Reporting Obligations

- Submit **weekly and monthly progress reports** to the DPW Construction Manager (CM), including:
  - Work completed.
  - Upcoming activities and critical milestones.
  - Risks, mitigation strategies, and outstanding issues.

1.2 Daily Construction Reports (DCRs)

- Submit **Daily Construction Reports (DCRs)** to the DPW CM **by 9:00 AM the following workday**.
- Reports must include:
  - Work performed (by trade and location).

- Manpower on-site (contractor, subcontractors, and suppliers).
- Equipment on-site and in use.
- Weather conditions and any weather-related delays.
- Quality control activities and testing performed.
- Safety incidents or near misses.
- Potential delays or issues requiring resolution.

- Provide **daily progress photos** highlighting work performed and critical activities.

1.3 Meetings & Coordination

- Attend DPW CM **weekly coordination meetings** and provide real-time project updates.
- The DPW CM has authority to **issue directives, require additional reporting, and approve work schedules**.

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2. Work Hours & Overtime

2.1 Regular Work Hours

- **Monday to Friday, 8:00 AM – 5:00 PM**.

2.2 Non-Standard Work & Overtime Approval

- Any work outside these hours **requires DPW CM approval**.
- If work outside normal hours is due to **contractor delays**, costs are **contractor's responsibility**.
- Submit **Overtime Work Requests at least 48 hours in advance**, including:
  - Scope of work.
  - Justification for overtime.
  - Requested work hours.
  - Estimated CM inspection costs (if applicable).

2.3 DPW CM Overtime Inspection Costs

- If the contractor elects to **work overtime, weekends, or holidays**, the contractor shall be responsible for all associated DPW **CM overtime inspection costs**.

- DPW CM overtime rates shall be determined based on **contract rates established for Construction Management oversight personnel**.

---

3. DPW CM Field Office

3.1 Developer-Provided Office for DPW CM

- Office space for at least **6 personnel**.
- Conference room for **weekly coordination meetings**.
- High-speed internet, printers, and workstations.
- Office furniture (desks, chairs, filing cabinets, etc.).

3.2 Utilities & Maintenance

- Developer responsible for **utilities, janitorial services, and routine upkeep**.

3.3 Restroom Facilities

- The **Developer-Provided Office for CM** shall include **restroom facilities** that meet the following requirements:
    - **Flush toilets** with **septic or sewer connections**, or portable toilets maintained per **OSHA 29 CFR 1926.51(c)**.
    - **Separate restrooms** for men and women, or gender-neutral accommodations as required by law.
    - **Handwashing stations with potable water, soap, and disposable towels** per **OSHA 29 CFR 1926.51(f)**.
    - **Regular servicing and maintenance** to ensure cleanliness and sanitation

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4. Project Scheduling & Time Impact Analysis (TIA) Requirements

4.1 Baseline Schedule Submission – USACE UFGS 01 32 01.00 10

- Submit **Primavera P6 (or equivalent) schedule** within **30 days of NTP**.
- Schedule must include:
    - **Critical Path Method (CPM) analysis**.

- **Work Breakdown Structure (WBS)**.
- **Milestones, activity durations, and dependencies**.

4.2 Schedule Updates

- Monthly updates tracking **actual progress vs. baseline**.
- Identification of **schedule variances and recovery plans**.

4.3 Look-Ahead Schedules

- **Two-week and four-week look-ahead schedules** must be submitted weekly.

4.4 Recovery Schedule Requirement

- If progress falls **15 days or more behind schedule**, submit a **Recovery Schedule within 7 days**, including:
  - Revised sequencing and task prioritization.
  - Manpower and resource adjustments.
  - Acceleration strategies to mitigate delays.

4.5 Time Impact Analysis (TIA) – AACE 52R-06 & USACE UFGS 01 32 17.00 20

- Perform a **Time Impact Analysis (TIA)** whenever a delay event occurs.
- Analysis must use **contemporaneous schedule updates** and include:
  - **Event chronology** with documentation supporting delay claims.
  - **Fragnets (fragmentary networks)** inserted into the CPM schedule.
  - **Comparison of pre- and post-delay schedules**.
  - **Responsibility assignment** (contractor vs. excusable delays).
- The CM must **review and approve all TIA submissions** before any schedule extensions are considered.

---

5. Quality Control (QC) Program – Three-Phase Control System (Per USACE UFGS 01 45 00.00 10)

5.1 QC System Requirements

- The contractor shall establish and implement a **Three-Phase Control System** in compliance with **USACE UFGS 01 45 00.00 10**.

- The contractor's designated **Quality Control (QC) Manager** is responsible for enforcement.

5.2 Phase 1: Preparatory Phase (Before Work Begins)

- Conduct a **Preparatory Phase Meeting** for each major work feature.
- Review applicable contract requirements, specifications, and approved submittals.
- Verify materials, equipment, and workmanship standards before starting work.
- Establish initial testing and inspection procedures.

5.3 Phase 2: Initial Phase (Start of Work)

- Inspect the **first unit of work** performed for each construction activity.
- Confirm that proper methods, materials, and workmanship are used.
- Identify potential issues early and document any non-compliance.
- Validate that the workforce follows approved methods and safety procedures.

5.4 Phase 3: Follow-Up Phase (Ongoing Work)

- Perform **continuous inspections** to ensure that all work conforms to contract documents.
- Track and correct any deficiencies in real time.
- Document completed work for final inspections and turnover.
- Submit detailed **QC inspection reports** to the DPW CM weekly.

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6. Submittals & Approval Process

6.1 General Requirements

- The developer shall submit **all required documents, drawings, and certifications** as per the submittal register and schedule utilizing the DPW CM document management system.
- All submittals must be **stamped for approval** by the Developer's **Design of Record (DOR) or Quality Control (QC) personnel** before submission.
- The DPW **CM must be copied on all submittals** for monitoring, record-keeping, and government oversight.

6.2 Submittal Classification & Approval Authority

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1. Government-Approved Submittals (Through CM)

- Must be **formally reviewed and approved** by the government through the DPW CM:
  - Project Schedule (Baseline and Updates)
  - Quality Control Plan
  - Safety Plan
  - Environmental Protection Plan
  - Commissioning & Testing Reports
  - Warranty Documentation
  - Scope/Budget impacting changes
  - Any other submittal required by the DPW CM

2. Developer-Approved Submittals (DOR or QC Personnel)

- Approved by Developer's **DOR/QC**, but copies must be **sent to the DPW CM**:
  - Material & product data
  - Shop drawings
  - Construction methods & procedures
  - Testing & Inspection Reports (excluding final acceptance tests)
  - As-built drawings (before final approval)

3. Record-Only Submittals (For DPW CM Documentation)

- Provided for DPW CM records but **do not require approval**:
  - Daily reports
  - Weather logs
  - Field test results (non-critical)
  - Meeting minutes & progress photos

6.3 Submittal Format & Delivery

- All submittals must be **electronically submitted** via the designated **Document Control System** (Procore, SharePoint, etc.).
- Each submittal must include a **Transmittal Form**, indicating:

- Submittal Type
- Approval Authority (Government, DOR, or Record Only)
- Submission Date & Required Review Duration
- Contractor's Recommendation (Approval, Resubmission, or Information Only)

6.4 Submittal Review & Turnaround Times

- **Government-Approved Submittals:** Reviewed within **14 calendar days**.
- **Developer-Approved Submittals:** Reviewed internally within **7 calendar days**, with copies forwarded to CM.
- **Record-Only Submittals:** Must be submitted to the CM **within 48 hours**.

6.5 Non-Compliance & Re-Submittals

- **Unapproved or incomplete submittals** will be marked **"Rejected" or "Revise & Resubmit"** by DPW CM.
- The developer must **correct and resubmit** within the timeframe specified by the DPW CM.
- Any work performed with unapproved submittals is subject to **removal at the contractor's expense**.

---

7. Rain Days & Weather Delays

7.1 Definition of Weather Delay

- Delays are only excusable if **weather conditions exceed historical averages**, based on **10 years of NOAA data**.

7.2 Documentation Requirement

- Developer must submit **daily weather logs, site photos, and impact assessments** for CM approval.

7.3 Schedule Adjustments

- Approved **schedule extensions** shall be granted only for **actual lost workdays**.
- Developer must submit a **Recovery Plan** for any weather-related delays.

8. Personnel Requirements

8.1 General Personnel Requirements

- The contractor shall provide and maintain an adequate workforce of **qualified personnel** to perform and manage the work.
- The contractor shall designate specific **Key Personnel** to ensure compliance with **quality control, safety, and contract administration**.
- **Key Personnel shall be on-site full-time** whenever construction activities are being performed.

8.2 Required Key Personnel

Position	Minimum Qualifications	Primary Responsibilities
Quality Control (QC) Manager *(Per USACE UFGS 01 45 00.00 10)*	- Completed **USACE Construction Quality Management for Contractors (CQM-C)** course.- Minimum **5 years of construction quality control experience**.- Prior experience as a QC Manager on projects of similar size/scope.	- Implements and manages the **Three-Phase Control System**.- Ensures compliance with contract quality standards.- Reviews submittals, tests, and inspection results.- Maintains the Quality Control Program documentation.- Coordinates all QC inspections and corrective actions.
Site Safety and Health Officer (SSHO) *(Per OSHA Standards)*	- Completed **OSHA 30-Hour Construction Safety Training**.- Minimum **5 years of safety management experience**.- Certified in **First Aid and CPR**.- Previous SSHO experience on projects of similar scope.	- Oversees project safety program and compliance.- Conducts daily safety briefings and inspections.- Investigates and reports all safety incidents.- Ensures adherence to **OSHA 29 CFR 1926 safety requirements**.- Enforces contractor's **Accident Prevention Plan (APP)**.

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HVAC Preventive Maintenance Checklist

1. Electrical Checks

- Inspect and tighten electrical connections.
- Check voltage and current on motors and compressors.
- Inspect contactors and relays for wear or pitting.
- Test safety and control circuits.

2. Airflow and Filters

- Clean or replace air filters.
- Inspect and clean return and supply air grilles.
- Check ductwork for air leaks and insulation integrity.
- Measure and verify proper airflow (CFM).

3. Indoor Units

- Clean evaporator coils.
- Check and clean condensate drain pan and line.
- Inspect blower wheel and motor.
- Verify indoor fan operation and speed.

4. Outdoor Units

- Clean condenser coils and remove debris.
- Check fan motor operation and blade condition.
- Inspect cabinet for corrosion or damage.

5. Refrigerant System

- Check refrigerant pressures and temperatures.
- Inspect refrigerant lines for leaks, insulation, and damage.
- Test superheat and subcooling where applicable.

6. Controls and Sensors

- Test thermostats and zone sensors.
- Calibrate temperature sensors if required.
- Verify communication with central controllers (for VRF).

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Generator Preventive Maintenance Checklist

Daily or Before Each Use

- Check fuel level.
- Inspect oil level.
- Check coolant level.
- Look for oil, fuel, or coolant leaks.
- Inspect for loose or damaged wires or hoses.
- Check control panel readings and indicators.
- Verify no unusual noises or vibrations during operation.

Weekly

- Inspect battery condition and terminals for corrosion.
- Check battery voltage.
- Run generator under load (if safe and applicable).
- Ensure air intake and exhaust are clear.
- Record operating hours.

Monthly

- Check and clean air filter.
- Inspect drive belts for wear or tension.
- Check alternator output voltage.
- Exercise the generator under load for 30 minutes.
- Test automatic transfer switch (ATS) if applicable.

Quarterly (Every 3 Months)

- Change oil and oil filter (may be more frequent in heavy use).
- Inspect and clean fuel filters.
- Drain water from fuel system (if equipped).
- Clean battery terminals and test capacity.
- Check engine mounts and exhaust system.
- Test safety shutoff and alarm functions.

Annually

- Replace fuel filters and air filters.
- Flush and replace coolant (as per manufacturer).
- Test insulation resistance of windings (megger test).
- Inspect and clean electrical connections.
- Load bank test (simulate full load).
- Service the transfer switch and control systems.
- Inspect generator grounding.

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SIGN- IN SHEET

Purpose: Negotiations Meeting

Date: Friday, June 13 **Time:** 0830

Location: FHWA Conference Room (2nd Floor), DPW

No.	Organization	Name	Email Address	Initials
1	DPW	Vincent Arriola	Vince.arriola@dpw.guam.gov	
2	DPW	Linda Ibanez	Linda.ibanez@dpw.guam.gov	
3	DPW	John Calanayan	John.calanyan@dpw.guam.gov	
4	BBMR	Lester Carlson	Lester.carlson@bbmr.guam.gov	
5	GDOE	K. Erik Swanson VIRTUAL	keswanson@gdoe.net	
6	SSHS	Carla Masnayon	cnmasnayon@gdoe.net	
7	GEDA	Tina Garcia	cgarcia@investguam.com	
8	GEDA	Carlos Bordallo	cbordallo@investguam.com	
9	GEDA	Angelene Rios *	arios@investguam.com	
10	OAG	Tom Keeler	tkeeler@oagguam.gov	
11	OAG	Fred Nishihira	fnishihira@oagguam.gov	
12	DOA	Edward Birn	Edward.birn@doa.guam.gov	
13	SSFM	Joe Duenas	jduenas@ssfm.com	
14	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
15	SSFM	Gerard Bautista VIRTUAL	gbautista@ssfm.com	
16	SSFM	Ed Hipolito VIRTUAL	ehipolito@ssfm.com	
17	SSFM	Leila Ludwig	lludwig@ssfm.com	
18	TRMA	Cedric Cruz	ccruz@tram.com	
19	SSFM	THUY [illegible]		
20	TRMA	MIKE MARIO VIRTUAL		
21	TRMA	ELMER PRUDENTE VIRTUAL		
22	GEDA	JOHN SAN NICOLAS VIRTUAL		

* angelene.rios@investguam.com

SSFM International

SSHS Negotiations Meeting
Friday, June 13, 2025, 0830
FHWA Conference Room (2nd Floor), DPW

I. CALL TO ORDER
- A. Roll Call
- B. Approval of Agenda

II. NEW BUSINESS
- A. Negotiations
  - 1) Status update and strategy
- B. Negotiation Team
  - 1) Membership and roles
- C. Contract Non-Negotiables
  - 1) Review and confirm terms
- D. Identify contract attorney (GEDA) and role

III. NEXT STEPS
- A. Timeline and responsibilities

VII. ACTION ITEMS

VIII. NEXT MEETINGS

IX. ADJOURNED

****

Tues.
Fri.

- **Key Personnel shall be on-site full-time** whenever construction activities are being performed.

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DRAFT

- Approval Authority (Government, DOR, or Record Only)
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7. Rain Days & Weather Delays

7.1 Definition of Weather Delay

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  - Safety Plan
  - Environmental Protection Plan
  - Commissioning & Testing Reports
  - Warranty Documentation
  - Scope/Budget impacting changes
  - Any other submittal required by the DPW CM

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  - As-built drawings (before final approval)

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- The contractor's designated **Quality Control (QC) Manager** is responsible for enforcement.

5.2 Phase 1: Preparatory Phase (Before Work Begins)

- Conduct a **Preparatory Phase Meeting** for each major work feature.
- Review applicable contract requirements, specifications, and approved submittals.
- Verify materials, equipment, and workmanship standards before starting work.
- Establish initial testing and inspection procedures.

5.3 Phase 2: Initial Phase (Start of Work)

- Inspect the **first unit of work** performed for each construction activity.
- Confirm that proper methods, materials, and workmanship are used.
- Identify potential issues early and document any non-compliance.
- Validate that the workforce follows approved methods and safety procedures.

5.4 Phase 3: Follow-Up Phase (Ongoing Work)

- Perform **continuous inspections** to ensure that all work conforms to contract documents.
- Track and correct any deficiencies in real time.
- Document completed work for final inspections and turnover.
- Submit detailed **QC inspection reports** to the DPW CM weekly.

6. Submittals & Approval Process

6.1 General Requirements

- The developer shall submit **all required documents, drawings, and certifications** as per the submittal register and schedule utilizing the DPW CM document management system.
- All submittals must be **stamped for approval** by the Developer's **Design of Record (DOR) or Quality Control (QC) personnel** before submission.
- The DPW **CM must be copied on all submittals** for monitoring, record-keeping, and government oversight.

6.2 Submittal Classification & Approval Authority

- **Regular servicing and maintenance** to ensure cleanliness and sanitation

4. Project Scheduling & Time Impact Analysis (TIA) Requirements

4.1 Baseline Schedule Submission – USACE UFGS 01 32 01.00 10

- Submit **Primavera P6 (or equivalent) schedule** within **30 days of NTP**.
- Schedule must include:
  - **Critical Path Method (CPM) analysis**.
  - **Work Breakdown Structure (WBS)**.
  - **Milestones, activity durations, and dependencies**.

4.2 Schedule Updates

- Monthly updates tracking **actual progress vs. baseline**.
- Identification of **schedule variances and recovery plans**.

4.3 Look-Ahead Schedules

- **Two-week and four-week look-ahead schedules** must be submitted weekly.

4.4 Recovery Schedule Requirement

- If progress falls **15 days or more behind schedule**, submit a **Recovery Schedule within 7 days**, including:
  - Revised sequencing and task prioritization.
  - Manpower and resource adjustments.
  - Acceleration strategies to mitigate delays.

4.5 Time Impact Analysis (TIA) – AACE 52R-06 & USACE UFGS 01 32 17.00 20

- Perform a **Time Impact Analysis (TIA)** whenever a delay event occurs.
- Analysis must use **contemporaneous schedule updates** and include:
  - **Event chronology** with documentation supporting delay claims.
  - **Fragnets (fragmentary networks)** inserted into the CPM schedule.
  - **Comparison of pre- and post-delay schedules**.
  - **Responsibility assignment** (contractor vs. excusable delays).
- The CM must **review and approve all TIA submissions** before any schedule extensions are considered.

2.2 Non-Standard Work & Overtime Approval

- Any work outside these hours **requires DPW CM approval**.
- If work outside normal hours is due to **contractor delays**, costs are **contractor's responsibility**.
- Submit **Overtime Work Requests at least 48 hours in advance**, including:
    - Scope of work.
    - Justification for overtime.
    - Requested work hours.
    - Estimated CM inspection costs (if applicable).

2.3 DPW CM Overtime Inspection Costs

- If the contractor elects to **work overtime, weekends, or holidays**, the contractor shall be responsible for all associated DPW **CM overtime inspection costs**.
- DPW CM overtime rates shall be determined based on **contract rates established for Construction Management oversight personnel**.

3. DPW CM Field Office

3.1 Developer-Provided Office for DPW CM

- Office space for at least **6 personnel**.
- Conference room for **weekly coordination meetings**.
- High-speed internet, printers, and workstations.
- Office furniture (desks, chairs, filing cabinets, etc.).

3.2 Utilities & Maintenance

- Developer responsible for **utilities, janitorial services, and routine upkeep**.

3.3 Restroom Facilities

- The **Developer-Provided Office for CM** shall include **restroom facilities** that meet the following requirements:
    - **Flush toilets** with **septic or sewer connections**, or portable toilets maintained per **OSHA 29 CFR 1926.51(c)**.
    - **Separate restrooms** for men and women, or gender-neutral accommodations as required by law.
    - **Handwashing stations with potable water, soap, and disposable towels** per **OSHA 29 CFR 1926.51(f)**.

9. **All CM requirements will remain**

DPW Construction Management (CM) Requirements

1. DPW Construction Management Oversight & Reporting

1.1 Developer Reporting Obligations

- Submit **weekly and monthly progress reports** to the DPW Construction Manager (CM), including:
    - Work completed.
    - Upcoming activities and critical milestones.
    - Risks, mitigation strategies, and outstanding issues.

1.2 Daily Construction Reports (DCRs)

- Submit **Daily Construction Reports (DCRs)** to the DPW CM **by 9:00 AM the following workday**.
- Reports must include:
    - Work performed (by trade and location).
    - Manpower on-site (contractor, subcontractors, and suppliers).
    - Equipment on-site and in use.
    - Weather conditions and any weather-related delays.
    - Quality control activities and testing performed.
    - Safety incidents or near misses.
    - Potential delays or issues requiring resolution.
- Provide **daily progress photos** highlighting work performed and critical activities.

1.3 Meetings & Coordination

- Attend DPW CM **weekly coordination meetings** and provide real-time project updates.
- The DPW CM has authority to **issue directives, require additional reporting, and approve work schedules**.

2. Work Hours & Overtime

2.1 Regular Work Hours

- **Monday to Friday, 8:00 AM – 5:00 PM**.

Simon Sanchez High School Non-Negotiable Construction (from CM Team)

General Construction Requirements

1. **01 Section of B-8 Programming Specifications shall remain**

2. **Certified Payroll & H-2B Compliance**
   - Require the submission of **weekly certified payrolls** for all workers in accordance with U.S. Department of Labor (DOL) standards and **Guam Department of Labor H-2B requirements**, including:
   - Full wage transparency for local and H-2B workers.
   - Compliance with hiring ratios and local labor priority policies.
   - Verification of labor certifications and visa compliance.

3. **Flow-Down Clauses & Subcontractor Submissions**
   - Include all applicable DPW, RFP, and contract obligations in subcontracts.
   - Submit all executed subcontracts and major supplier agreements for DPW CM record.
   - Use DPW-provided Subcontractor Information Form to track performance, safety, and compliance histories.

4. **RFP Supremacy Clause**
   - Include language to the effect:
     "In the event of conflict, ambiguity, or omission in the Contract, Developer's drawings/specs, or any related documents, the RFP and its attachments shall govern unless expressly modified by written agreement during contract negotiations."

5. **Dispute Resolution Mechanism**

6. **Liquidated Damages Clause**
   Specific LD schedule for delay in:
   - Substantial Completion
   - Commissioning
   - Final Completion
   - Establish per-day LD rate commensurate with public interest and maintenance transition.

7. **Developer's Drawings Must Match Programming**
   - Restate as enforceable clause: *"Any deviation from the RFP programming or educational space plan that was not approved during contract negotiation shall be grounds for rejection or non-acceptance of deliverables."*

8. **Construction Warranty Period Obligations**
   - Reinforce the requirement for **warranty monitoring** and **response time commitments**, coordinated with CM for post-occupancy defect resolution.

Generator Preventive Maintenance Checklist

Daily or Before Each Use

- Check fuel level.
- Inspect oil level.
- Check coolant level.
- Look for oil, fuel, or coolant leaks.
- Inspect for loose or damaged wires or hoses.
- Check control panel readings and indicators.
- Verify no unusual noises or vibrations during operation.

Weekly

- Inspect battery condition and terminals for corrosion.
- Check battery voltage.
- Run generator under load (if safe and applicable).
- Ensure air intake and exhaust are clear.
- Record operating hours.

Monthly

- Check and clean air filter.
- Inspect drive belts for wear or tension.
- Check alternator output voltage.
- Exercise the generator under load for 30 minutes.
- Test automatic transfer switch (ATS) if applicable.

Quarterly (Every 3 Months)

- Change oil and oil filter (may be more frequent in heavy use).
- Inspect and clean fuel filters.
- Drain water from fuel system (if equipped).
- Clean battery terminals and test capacity.
- Check engine mounts and exhaust system.
- Test safety shutoff and alarm functions.

Annually

- Replace fuel filters and air filters.
- Flush and replace coolant (as per manufacturer).
- Test insulation resistance of windings (megger test).
- Inspect and clean electrical connections.
- Load bank test (simulate full load).
- Service the transfer switch and control systems.
- Inspect generator grounding.

Checklist

HVAC Preventive Maintenance Checklist

1. Electrical Checks

- Inspect and tighten electrical connections.
- Check voltage and current on motors and compressors.
- Inspect contactors and relays for wear or pitting.
- Test safety and control circuits.

2. Airflow and Filters

- Clean or replace air filters.
- Inspect and clean return and supply air grilles.
- Check ductwork for air leaks and insulation integrity.
- Measure and verify proper airflow (CFM).

3. Indoor Units

- Clean evaporator coils.
- Check and clean condensate drain pan and line.
- Inspect blower wheel and motor.
- Verify indoor fan operation and speed.

4. Outdoor Units

- Clean condenser coils and remove debris.
- Check fan motor operation and blade condition.
- Inspect cabinet for corrosion or damage.

5. Refrigerant System

- Check refrigerant pressures and temperatures.
- Inspect refrigerant lines for leaks, insulation, and damage.
- Test superheat and subcooling where applicable.

6. Controls and Sensors

- Test thermostats and zone sensors.
- Calibrate temperature sensors if required.
- Verify communication with central controllers (for VRF).

NON-NEGOTIABLES: Construction

1. DEDICATED MAINTENANCE AND CUSTODIAL CREW ONSITE TO ADDRESS DAY-TO-DAY NEEDS
2. Original rectangular shape to ensure maximum line of site for supervision.
3. Multi-purpose building
4. Fine Arts building
5. Gymnasium and sports facilities
6. Courtyard
7. Separate bus drop off area
8. Storage rooms
9. Security system / foot patrol
10. Multipurpose Building (in the JROTC building)
11. Media Center in Library
12. Regular bells for Hallways
13. Doors open out (if classroom open to the outdoor)
14. Intercom/PA (indoor and outdoor) and bell system
15. Cooking Labs (1 for Culinary Program and 1 for General Education)
16. Spaces for art
17. Room requirements
18. FFE

Can decrease amount of student lockers

Can do without credit-recovery building (Superintendent?)

NON-NEGOTIABLES: Operations & Maintenance (6/10/25 mtg)

1. Provide an Operations Manual based on OEM
2. Maintenance Manual
    a. At a minimum should include PM schedules. IE for HVAC/ Gensets/ Elevators/ Pumps/ Roofing systems.
    b. Corrective Maintenance Plan
        i. Develop & maintain critical spare parts list. (i.e. spare a/c compressors/ blowers/ plumbing, lights, screens, etc.)
    c. Quick turn-around time to respond to maintenance & custodial repairs/needs. Target within 24 hours.
3. Annual Budget
    a. Maintenance & capitol maintenance cost not to exceed $2.5M/ yr
    b. POC will meet monthly with Vice Principal of Facilities
    c. Review of Maintenance Plan and Budget/Expenditures at least every 5 years.
4. Dedicated Staff On-site for Custodial, Grounds and Maintenance

a. Supervisor
b. Targeted Custodial – 1 FTE for 15,000 sf
c. Targeted Grounds – 1 FTE per 12 acres
d. Targeted Maint staff – 1 FTE per 55,000 sf.

5. Capital Plan
    a. Schoolwide painting
    b. Major equipment replacement

NON-NEGOTIABLES: 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.

ROBERTS FOWLER & VISOSKY LLP
ATTORNEYS AT LAW

KEVIN J. FOWLER
JON A. VISOSKY

865 SOUTH MARINE CORPS DRIVE SUITE 201
TAMUNING, GUAM 96913
TELEPHONE: (671) 646-1222
FACSIMILE: (671) 646-1223
www.guamlawoffice.com

Of Counsel:
MELINDA S. SWAVELY

Writer's Direct Email:
fowler@guamlawoffice.com

June 16, 2025

RECEIVED BY:
JF Calanayan
6/16/25

VIA HAND DELIVERY

John F. Calanayan
Engineer Supervisor
Department of Public Works
Contracts Administration Technical Services Office
542 North Marine Corps Drive
Tamuning, Guam 96911

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

Dear Mr. Calanayan,

This office represents General Pacific Services, LLC, with respect to the above-referenced matter. Pursuant to 5 GCA §§ 5249, 5251, 5252 and 10103, we would kindly request that you allow the undersigned to inspect the procurement file for this procurement, with the exception of proposals submitted by any offeror. We further request that you provide copies of all documents from the procurement file for this project relating to the evaluation of proposals conducted pursuant to the provisions of 5 GCA § 58D104.

Thank you very much for your cooperation with these requests.

Sincerely,

ROBERTS FOWLER & VISOSKY LLP

Kevin J. Fowler

Gmail

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

250616 DRAFT Letter DPW to Coretech Negotiations

2 messages

Joseph W Duenas <jduenas@ssfm.com> Mon, Jun 16, 2025 at 3:28 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director Arriola,

Attached you will find a suggested DRAFT letter to Eun Ho, inviting him to Negotiation Meeting #1 this Friday.

The objective of the meeting is to:

1. Open the sealed bids (after 14 days, as suggested by AG Keeler)
2. Outline the government's negotiation process and anticipated schedule.
3. Any preliminary discussions, prior to sending him a draft contract.

We assume DPW will make revisions and send to Core Tech.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

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250616 DRAFT Letter DPW to Coretech Negotiations .docx
117K

Tom Keeler <tkeeler@oagguam.org> Tue, Jun 17, 2025 at 10:06 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Private and Confidential

Folks,

Looks good.

Tom

[Quoted text hidden]

The evaluation of proposals starts after the bids or proposals are opened.
Prior to opening, proposals remain confidential eo ensure fairness and prevent undue influence.
5 GCA 58D104 states that public inspection of procurement records is allowed only after evaluation and award recommendation is completed with exceptions for protected information like proprietary data or trade secrets.

In this case, because the sealed proposals have not bee opened, the evaluation has not started, and therefore the procurement file should not yet be open for review by other offerors or their legal counsel except for non confidential documents permissible under the law, such as public notices or general correspondence.

Please advise if we are correct and if you can help draft a response or clarification based on this.

Thank you for your help. I appreciate it.

[Quoted text hidden]

Tom Keeler <tkeeler@oagguam.org> Tue, Jun 17, 2025 at 4:22 PM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Gmail

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

Memo for Roberts Fowler & Visosky LLP to inspect SSHS Procurement File

8 messages

Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov> Mon, Jun 16, 2025 at 3:04 PM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hafa Adai Mr. Keeler,

Atty. Fowler is currently in our office, and we are seeking your guidance on the attached document. Please review it at your earliest convenience.

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.

atty fowler memo for sshs.pdf
43K

Linda Ibanez <linda.ibanez@dpw.guam.gov> Mon, Jun 16, 2025 at 5:23 PM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>
Cc: Tom Keeler <tkeeler@oagguam.org>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hi Tom,

Thank you for taking my call today,

"The Simon Sanchez RFP specifies that the procurement register or file may be reviewed by other proposers after the evaluation of proposals has been completed. At that point, they are permitted to inspect the procurement file excluding the actual proposal submissions from any competing offerors under 5GCA 58D104."

Under Guam procurement law and standard procurement procedures:

Private and Confidential

Linda,

I am researching this matter. For now, I recommend writing Mr. Fowler acknowledging receipt of his letter and advising that it has been referred to the Attorney General's office for guidance. You can also advise him that DPW expects to get back to him by week's end. Please bcc me on the department's response. Thanks, please contact me if you have any questions. I'll get back to you shortly.

Regards,

Tom

Thomas P. Keeler
Assistant Attorney General
Cell: 488-3232

[Quoted text hidden]

Linda Ibanez <linda.ibanez@dpw.guam.gov> Tue, Jun 17, 2025 at 4:26 PM
To: Tom Keeler <tkeeler@oagguam.org>, Donna Herrero <donna.herrero@dpw.guam.gov>
Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Thank you!

Donna please prepare letter for directors signature.

[Quoted text hidden]

Donna Herrero <donna.herrero@dpw.guam.gov> Tue, Jun 17, 2025 at 4:41 PM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: Tom Keeler <tkeeler@oagguam.org>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Mam,

Letter is on your desk for review

Donna Herrero,
Private Secretary

Department of Public Works
(671)647-5055

[Quoted text hidden]

Tom Keeler <tkeeler@oagguam.org> Wed, Jun 18, 2025 at 10:30 AM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Private and Confidential

Linda,

Attorney Fowler is requesting to review the procurement file, "***with the exception of proposals submitted by any offeror"***. The balance of the procurement file is a public document and, as such, open to public inspection. I recommend that John remove any proposal, notes re any negotiations, and any items marked private and confidential from the procurement file. Owing to the importance of the procurement, I strongly recommend that at least one other person review the documents to be inspected to ensure that there are no documents that DPW doesn't want inspected. John or Linda should contact Attorney Fowler following this email to arrange a convenient time for him to inspect the file.

Please have John contact me if has any questions about what should and shouldn't be allowed to be inspected. Thanks.

Please contact me if you have any questions.
Thanks.
Regards,
Tom
Thomas P. Keeler
Assistant Attorney General
Cell: 488-3232

Attorney 5 GCA 58D104 states that public inspection of procurement records is allowed only after evaluation and award recommendation is completed with exceptions for protected information like proprietary data or trade secrets.

On Mon, Jun 16, 2025 at 5:23 PM Linda Ibanez <linda.ibanez@dpw.guam.gov> wrote:
[Quoted text hidden]

Vince Arriola <vince.arriola@dpw.guam.gov> Wed, Jun 18, 2025 at 12:33 PM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>

HI Tom,

Atty Fowler will be here at 3pm today to review documents. Director would like your guidance is as far as should atty. Fowler request for copies of documents do we provide the copies or inform him that no copies can be made. Please advise
ASAP.

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

[Quoted text hidden]

Tom Keeler <tkeeler@oagguam.org> Wed, Jun 18, 2025 at 12:35 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>

Vince and Linda,
These are publicndocuments. Copies can be provided.
Regards,
Tom

[Quoted text hidden]

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR
Deputy Director

June 13, 2025

Mr. Ho Eun
Chairman
Core Tech International Corp.
388 S Marine Corps Dr, Suite 400
Tamuning, Guam 96913

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

Dear Mr. Ho,

Buenas yan Hafa Adai! We are requesting to meet with you this Friday, June 20, 2025, 9:00 a.m., at the Department of Administration (DOA) Conference Room, 2nd Floor, ITC Building. The objective of the meeting is to begin negotiations on the above subject project.

The intent of this first meeting is to:

1. Open sealed bid provided by Core Tech International.
2. Outline the government's negotiation process and anticipated schedule.
3. Any preliminary discussions.

Please contact Donna Herrero at 646-3131 to confirm your participation. I look forward to seeing you.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

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

FW: 2504 Procurement file 1/2

1 message

Joseph W Duenas <jduenas@ssfm.com> Mon, Jun 16, 2025 at 4:17 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

From: Leila Ludwig <lludwig@ssfm.com>
Sent: Monday, June 16, 2025 4:05 PM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>; Joseph W Duenas <jduenas@ssfm.com>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: 2504 Procurement file 1/2

Glenn,

Please see attached requested. This will be 1 of 2

v/r,

Leila Ludwig | Project Coordinator

SSFM International

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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15 attachments

250430 DPW SSHS CM CSR 004.pdf
13679K

250430 DPW Wed Weekly Mtg Mins.docx
1105K

250430 DPW Wed Weekly Mtg Mins.pdf
250K

250402 DPW Wed Weekly Mtg Mins.docx
4741K

250409 DPW Wed Weekly Mtg Mins.docx
1306K

250416 DPW Wed Weekly Mtg Mins.pdf
121K

250416 SSHS Wed Weekly Mtg Mins.docx
1108K

250421 BBMR Finance-Related RFI Section.docx
1105K

250421 BBMR Finance-Related RFI Section.pdf
225K

250422 RFI BBMR GEDA Finance-Related RFI Section Attch.pdf
151K

250423 GEDA Wed Weekly Mtg Mins.docx
1107K

250425 Addendum I Final Draft.pdf
421K

250425 Addendum I Final Review Mtg Mins.docx
1104K

250425 Addendum I Final Review Mtg Mins.pdf
205K

2504 Sign In Sheets.pdf
454K

SSFM INTERNATIONAL, INC.
MONTHLY STATUS REPORT TO CLIENT

Project Name:	**New Simon Sanchez High School Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM)**
Name of Client:	**Guam Department of Public Works**
Date of This Report:	**April 30, 2025**
Date Of Last Report:	**March 31, 2025**
Prepared By:	**Glenn Leon Guerrero**

SCOPE OF WORK

- Pre-Construction Services (Development of RFP and Procurement)
- During Construction Services

WORK COMPLETED FOR THE PERIOD (4/1/25 to 4/30/25)

April 1, 2025 (Tuesday)

- Leila Ludwig was formally introduced as the Project Coordinator for the SSHS project.
- Reviewed and finalized logistics for the upcoming pre-proposal conference, including venue arrangements and participant coordination.
- Compiled agendas, press releases, and opening statements to support the DPW Director in upcoming engagements.

April 2, 2025 (Wednesday)

- Reviewed meeting agendas and coordinated meetings to align on project objectives and timelines.
- Made document revisions based on feedback from the internal SSFM team.
- Coordinated with the DPW Director's office to finalize logistics for the pre-proposal conference and site visit, including site setup and participant coordination.
- Held the regular Wednesday meeting with the DPW Director to discuss project progress and address any concerns.

April 3, 2025 (Thursday)

- Coordinated preparations for upcoming mandatory meetings, ensuring all necessary materials and information were in place.
- Finalized logistics for the pre-proposal conference, including venue setup and participant arrangements.
- Prepared and submitted talking points and a press release to inform stakeholders about the conference.
- Finalized the agenda for the pre-proposal conference, outlining key topics and speakers.

April 4, 2025 (Friday)

- Successfully coordinated the pre-proposal conference, ensuring smooth execution of the agenda and active participation from attendees.
- Organized and facilitated the mandatory site visit, providing participants with a comprehensive overview of the project site.

WORK COMPLETED FOR THE PERIOD (4/1/25 to 4/30/25)

- Ensured effective collaboration between DPW, GEDA, DLM, and SSFM, with SSFM leading the coordination efforts.

April 7, 2025 (Monday)

- Conducted an internal meeting to review outcomes from the pre-proposal conference and site visit, discussing feedback and identifying areas for improvement.
- Outlined the next steps in the project timeline, assigning responsibilities and setting deadlines for RFI and Addendum I.
- Discussed and provided feedback on the upcoming Wednesday meeting agenda with the DPW Director.
- Prepared and drafted meeting minutes for review by the SSFM team, documenting key discussions and decisions.

April 8, 2025 (Tuesday)

- Prepared the agenda for the weekly meeting with the DPW Director, highlighting critical discussion points.
- Reviewed the Request for Information (RFI) flow chart to ensure clarity and completeness.
- Finalized the Subject Matter Expert (SME) team and outlined the process for their involvement in the project.
- Managed ongoing communications and maintained organized filing systems for project documentation.

April 9, 2025 (Wednesday)

- Oversaw project tasks, ensuring timely completion and addressing any issues that arose.
- Attended the weekly meeting with the DPW Director, discussing project updates and addressing concerns.
- Discussed logistics for the evaluation committee's self-review process, ensuring all necessary resources were in place.
- Identified the need to clarify "responsive" and "responsible" terms based on Guam public law.
- Sourced relevant contracts from GEDA to inform project planning and execution.
- Introduced the RFI flow chart, explaining its purpose and application.
- Drafted the composition and responsibilities of the negotiation team for upcoming discussions.

April 10, 2025 (Thursday)

- Finalized the RFI flow chart, incorporating revisions based on feedback.
- Continued to manage communications and ensure proper filing of project documents.
- Drafted meeting minutes for the pre-proposal conference, mandatory site visit, and weekly meetings with the DPW Director.

April 11, 2025 (Friday)

- Maintained effective communication channels and organized filing systems for project documentation.
- Sent the finalized RFI flow chart with instructions to SMEs.
- Reviewed and drafted responses for the financial portion of RFIs.
- Finalized the format for meeting minutes in collaboration with DPW.

WORK COMPLETED FOR THE PERIOD (4/1/25 to 4/30/25)

April 14, 2025 (Monday)
- Held an internal meeting to review project objectives and redefine team roles.
- Discussed topics and targets for the upcoming Director's meeting.
- Reviewed and edited the previous week's meeting minutes.
- Made minor edits to the March Client Status Report.
- Managed emails, filing, and project-related messages.

April 15, 2025 (Tuesday)
- Continued managing communications and project documentation.
- Drafted the agenda and prepared meeting materials, including the RFI chart and lease-back agreement.
- Verified legal terms with DPW in accordance with Guam Public Law.
- Sent April 2 and 9 meeting minutes and documentation to the DPW Director.
- Hand-delivered the pre-proposal and site visit documents (agenda, minutes, opening speech, sign-in sheets, and photos).

April 16, 2025 (Wednesday)
- Coordinated the internal SSFM team in preparation for the DPW meeting.
- Attended the weekly meeting with the DPW Director and Deputy Director.
- Distributed meeting notes to the project team.
- Continued managing ongoing project communications and tasks.

April 17, 2025 (Thursday)
- Reviewed the DPW meeting minutes for accuracy and completeness.
- Scheduled a project team meeting to review DPW's email records.
- Reviewed and edited the March Client Status Report.
- Reviewed RFIs to ensure clarity and completeness.
- Continued document filing and communications.

April 18, 2025 (Friday)
- Continued communications and document management.
- Submitted the April 16 meeting minutes to DPW.
- Attended and recorded the last day of submittals and clarifications at DPW.
- Took photos of DPW's inbox and junk mail to document received communications.
- Drafted minutes for the April 18 event.

April 21, 2025 (Monday)
- Held internal meeting to discuss RFI responses, addendum preparation, and upcoming meetings with DPW and BBMR Directors.
- Met with Directors from BBMR, GEDA, and DPW to address financial-related RFI responses.
- Conducted pre-meeting preparation.
- Reviewed previous DPW meeting minutes.

April 22, 2025 (Tuesday)
- Convened internal discussions to deliberate on RFI responses.

WORK COMPLETED FOR THE PERIOD (4/1/25 to 4/30/25)

- Initiated edits on the Performance Guaranty and Performance and Payment Bond documents.
- Began drafting responses for non-finance RFIs.
- Prepared the agenda for the weekly meeting and RFI review session.
- Drafted finance-related RFI responses.

April 23, 2025 (Wednesday)

- Conducted an RFI review session with Subject Matter Experts.
- Participated in the weekly DPW Director meeting to discuss RFI progress and selection protocols.

April 24, 2025 (Thursday)

- Collected final RFI responses.
- Drafted meeting minutes for recent sessions.
- Compiled attachments for Addendum I, including Lease-Back Agreement, O&M Contracts, Product Data, and Lift Data.
- Held internal coordination meeting to discuss the No-Cost Change Order and DPW's Letter of Determination.
- Consulted with the BBMR Director and SSFM team before forwarding to DPW Director.
- Reviewed and finalized RFI responses.

April 25, 2025 (Friday)

- Held an internal meeting to review the DPW Addendum.
- Revised and updated the Addendum based on feedback.
- Attended meetings with the DPW Director at 11:00 AM and 4:00 PM to finalize Addendum for OAG submission.

April 28, 2025 (Monday)

- Received Addendum I approval from the OAG.
- Held internal discussions on Addendum, No-Cost Change Order, invoicing, and Client Status Reports.
- Drafted the agenda for the upcoming DPW meeting.
- Reviewed the Letter of Determination and prepared edits for meeting with the GDOE Assistant AG.
- Finalized the March Client Status Report.

April 29, 2025 (Tuesday)

- Held internal meeting to discuss Addendum I approval, No-Cost Change Order, and March Client Status Report/Invoice.
- Prepared for DPW Director's meeting.
- Reviewed and gave feedback on the April draft Client Status Report.

April 30, 2025 (Wednesday)

- Attended the weekly meeting with the DPW Director.
- Prepared and distributed the agenda and handouts.
- Drafted and disseminated meeting minutes for record-keeping.

IMMEDIATE ACTION ITEMS	
CLIENT Action Items:	• Approve SSFM No Cost Change Order No. 1 upon receipt from SSFM.
SSFM Action Items	• Submit SSFM No Cost Change Order No. 1.

MEETINGS COMPLETED FOR THE PERIOD (4/1/25 TO 4/30/25)		
Wednesday Weekly Meeting with DPW Director	4/2/25	DPW Directors Office
Pre-proposal Conference	4/4/25	GEDA Conference Room
Mandatory Site Visit	4/4/25	Simon Sanchez HS
Wednesday Weekly Meeting with DPW Director	4/9/25	DPW Directors Office
Wednesday Weekly Meeting with DPW Director	4/16/25	DPW Directors Office
Last Day of Questions and Clarifications Meeting	4/18/25	DPW TMC Building
RFI Review – Financial Meeting	4/21/25	BBMR
Wednesday Weekly Meeting with DPW Director	4/23/25	DPW Directors Office
Addendum I Final Review Meeting	4/25/25	DPW Directors Office
Wednesday Weekly Meeting with DPW Director	4/30/25	DPW Directors Office
Wednesday Weekly Meeting with DPW Director	4/2/25	DPW Directors Office

UPCOMING MEETINGS (Tentative)		
Wednesday Weekly Meeting with DPW Director	5/7/25	DPW Directors Office
Wednesday Weekly Meeting with DPW Director	5/14/25	DPW Directors Office
Wednesday Weekly Meeting with DPW Director	5/21/25	DPW Directors Office
Wednesday Weekly Meeting with DPW Director	5/28/25	DPW Directors Office

UPCOMING DEADLINES / Tentative Schedules	
Description of Work Item	**Deadline**
RFP Submittal Due Date	5/23/25

UPCOMING DEADLINES / Tentative Schedules	
Description of Work Item	**Deadline**
Vetting Proposals	5/27/25
Contact Proposers to confirm presentation time slot	5/28/25
Self-Review ECMs	5/30-6/02/25
Presentations and Interviews	6/4-5/25
Anticipated Selection Notice	6/20/25

PENDING ITEMS and ISSUES	
1.	None.

MISCELLANEOUS COMMENTS	
1.	None.

PROJECT STATUS – SCHEDULE and PROGRESS			
Schedule			
NTP Date	**Current Completion Date**	**% Complete**	**Comments**
9/27/24	**9/26/27**	**8.41%**	**Pre-Construction Phase**

ATTACHMENTS	
1.	Wednesday Weekly Meeting with DPW Director Minutes (4/2/25)
2.	Wednesday Weekly Meeting with DPW Director Minutes (4/16/25)
3.	Wednesday Weekly Meeting with DPW Director Minutes (4/23/25)
4.	Wednesday Weekly Meeting with DPW Director Minutes (4/30/25)
5.	RFI Finance Related Meeting Minutes (4/21/25)
6.	Pre-Proposal Conference Report (4/15/25)
7.	Mandatory Site Visit Report (4/15/25)
8.	Last Day to Submit Questions or Clarifications Memo (4/24/25)
10.	RFP Addendum I (4/30/25)

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DOCUMENT: **Wednesday Weekly Meeting with DPW Director Minutes**

LOCATION: **DPW Directors Office**

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

TIME: **Start: 0905** **End: 1030**

ATTENDEES:

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Benny San Nicolas	BSN
DPW	John Calanayan	JC
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

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**

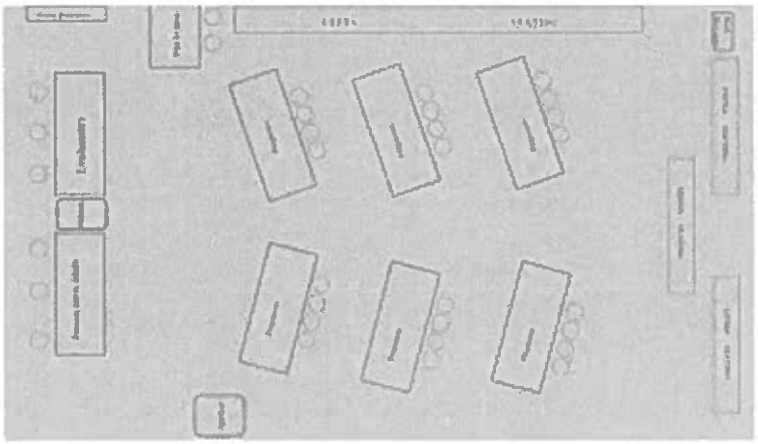
D. 9AM MANDATORY PRE-PRPOSAL CONFERENCE- Facilitator Joe
i. Review Draft Pre-Proposal Conference Program/ Agenda
- **Edits made: Date change**
- **Review of Agenda and finalization of speaker(s)**

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

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

SSFM International

DOCUMENT: **Wednesday Weekly Meeting with DPW Director Minutes**

LOCATION: **DPW Directors Office**

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

TIME: **Start: 0905** **End: 1030**

ATTENDEES:

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Benny San Nicolas	BSN
DPW	John Calanayan	JC
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

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**
  - **Date: Tuesday, May 27**
  - **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 3rd, 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 4th-5th** - Interview All. Turn in Score sheet after.
   - **Upon completion of the interviews the evaluators would turn in their score sheet to DPW**

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III. NEW BUSINESS

A. RFIs

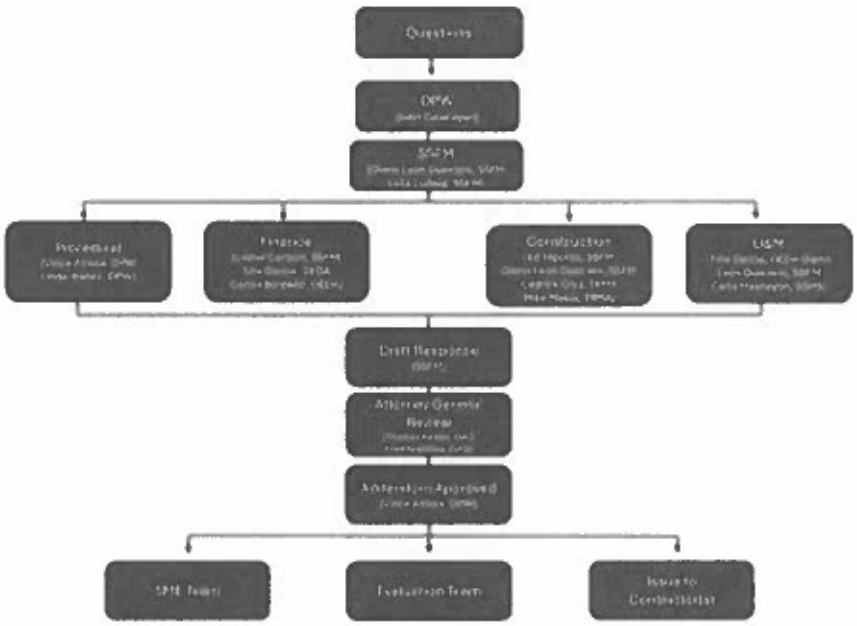
GLG led RFI Process. RFP Questions will be sent to JC, he is DPW's Sole POC for this project. All official questions must be sent to the JC, DPW Sole POC and all responses will officially be sent by JC. Questions officially logged by DPW's POC and forwarded to DPW's Construction Manager -SSFM. Timeline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

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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:

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

NEXT MEETING:
Wednesday, April 16, 2025 @ 09:00 AM

April 15, 2025
Prepared & Submitted by:
SSFM International, INC.
Leila Ludwig

SSFM International

DOCUMENT: **Wednesday Weekly Meeting with DPW Director 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:**
  - **Photos**
  - **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

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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, - Monday, 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

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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	LL, 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

SSFM International

DOCUMENT: **Wednesday Weekly Meeting with DPW Director Minutes**

LOCATION: **GEDA Conference Room**

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.

SSFM International

VI. ADJOURN
11:20

****

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

SSFM International

DOCUMENT: **Wednesday Weekly Meeting with DPW Director Minutes**

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.

SSFM International

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.

SSFM International

- **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
Draft Addendum I Verbiage for Distribution for John Calanayan (DPW)	Leila Ludwig (SSFM)	250430
Addendum I Email Distribution to Proposers	John Calanayan (DPW)	250430
Memo to Evaluation Committee Members: Timeline	Leila Ludwig (SSFM)	250519
Memo to Subject Matter Experts: Responsibilities and Timeline	Leila Ludwig (SSFM)	250519
Reserve GEDA Conference Room for presentation and interviews	Leila Ludwig (SSFM)	250430
Logistics preparation for Proposers Interviews and Self Evaluation for ECMs	Leila Ludwig (SSFM)	250527

May 6, 2025

Prepared & submitted by:

SSFM International, INC.

Leila Ludwig

Project Coordinator

SSFM International

DOCUMENT: **RFI Finance Related Meeting Minutes**

LOCATION: **BBMR**

DATE: **Monday, April 21, 2025**

TIME: **Start: 1500** **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
Monday, April 21, 2025, 1500
BBMR

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**

SSFM International

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

SSFM International

- **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
Term Sheet, JFK Lease Back Agreement & O&M Contracts	Tina Garcia (GEDA)	250423
Final Financial RFI Response Edits	Joe Duenas (SSFM)	250423

April 15, 2025

Prepared & submitted by:

SSFM International, INC.

Leila Ludwig

Project Coordinator

SSFM International

Simon Sanchez High School

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

Pre-Proposal Conference

Friday, April 04, 2025 @ 09:00

GEDA Conference Room

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

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

public works

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

April 14, 2025

Memorandum

To: Vince Arriola, Director
From: John Calanayan, Project Manager
Project: Simon Sanchez High School (730-5-1059-L-YIG)
Subject: Preproposal Conference & Mandatory Site Visit

Hafa Adai Director Arriola,

Please find attached the official minutes, agenda, sign-in sheets and photos from the:

Preproposal Conference Friday, April 04, 2025, 0900 am, GEDA Conference Room
Mandatory Site Visit Friday, April 04, 2025, 1400 pm, Simon Sanchez High School

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

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, DEMOLTION, 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, 5th Floor Conference Room

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):

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

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 or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

Proposers with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the sole point of contact John Calanayan john.calanayan@dpw.guam.gov on or before the deadline set forth in the RFP Timelines. Each

question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

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

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

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 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

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' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHU PUBLIKU
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

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

PRE-PROPOSAL CONFERENCE PROGRAM/ AGENDA
Friday, April 4, 2025; 9AM; ITC Building, GEDA, 5th Floor Conference Room

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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 Rim
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 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):

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Friday, April 4, 2025, 9AM	MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW@ 2pm
Friday, April 18, 2025, 4 PM	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
Wednesday, April 30, 2025, 4 PM	ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS
Friday, May 23, 2025, 4 PM	RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)
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Friday, June 20, 2025	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 or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the

subject or reference line.

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

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

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

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
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 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

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

April 15, 2025
Prepared by:
SSFM International, INC.
Leila Ludwig
Project Coordinator

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!

****

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLIKO
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, 5TH FLOOR, 9:00AM**

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7	Leila Ludwig		SSFM	788 8330	lludwig@ssfm.com

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14	~~ANTHA SUA~~				
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32					
33					
34					
35					

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

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

public works
DIPATTAMENTON CHE'CHO' PUBLIKO
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, 5TH FLOOR, 9:00AM**

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19	Carlos Bordallo		GEDA	777-0977	carlos.bordallo@investguam.com
20	ROSIL PALOMARES		FUTURE WORLD	688-4829	rosil palomares@futureworldguam.com
21					

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ECONOMIC
DEVELOPMENT
AUTHORITY

ECONOMIC
DEVELOPMENT
AUTHORITY

SSFM International

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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The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · 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 14, 2025

Memorandum

To: Vince Arriola, Director
From: John Calanayan, Project Manager
Project: Simon Sanchez High School (730-5-1059-L-YIG)
Subject: Preproposal Conference & Mandatory Site Visit

Hafa Adai Director Arriola,

Please find attached the official minutes, agenda, sign-in sheets and photos from the:

Preproposal Conference Friday, April 04, 2025, 0900 am, GEDA Conference Room
Mandatory Site Visit Friday, April 04, 2025, 1400 pm, Simon Sanchez High School

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

NEW SIMON SANCHEZ HIGH SCHOOL

FINANCE, DEMOLTION, 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

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

April 15, 2025

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

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

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

public works
DIPATTAMENTON CHE'CHO' PUBLIKO
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**

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	Print Name	Signature	Company	POC Contact Number	POC Email Address
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28					
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The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

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

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

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**

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20	Robert Nacpil		TR- SPEC	867-0805	AUSTINESUVA@TRI-SPEC.COM
21	Edmond Salvador		Tridon	864-0405	esalvador@tridoncorp.com

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23	Mary Ganly Baladad		ENGEO	671-489-8918	Mganlybaladad@engeo.com
24	VERONICA JUNETIBAN		88FM	671 687 8454	vrenetiban@88fm.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	RODEL PALOMARES		FUTURE WORLD	688-4829	rodelpalomares@futureworldguam.com
28	SHON MUNA		DPW/CIP	8888910	shon.muna@dpw.guam.gov
29					
30					
31					
32					
33					
34					
35					

END OF SIGN OUT SHEET

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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

April 24, 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

SSFM International

Last day to Submit Questions or Clarifications
Friday, April 18, 16:00 PM
Contract Administration Technical Services, Ground Floor, TMC Building, DPW

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

SSFM International

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
Friday, April 18, 16:00 PM
Contract Administration Technical Services, Ground Floor, TMC Building, DPW

1. 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)

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

****

SSFM International

UPCOMING MILESTONES

- **Wednesday, April 30 , 4pm:** Anticipated DPW Response / Replies to questions/ clarifications.
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- **Friday, June 20**: Anticipated Selection Notice

April 24, 2025

Prepared & submitted by:

SSFM International, INC.

Leila Ludwig

Project Coordinator

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

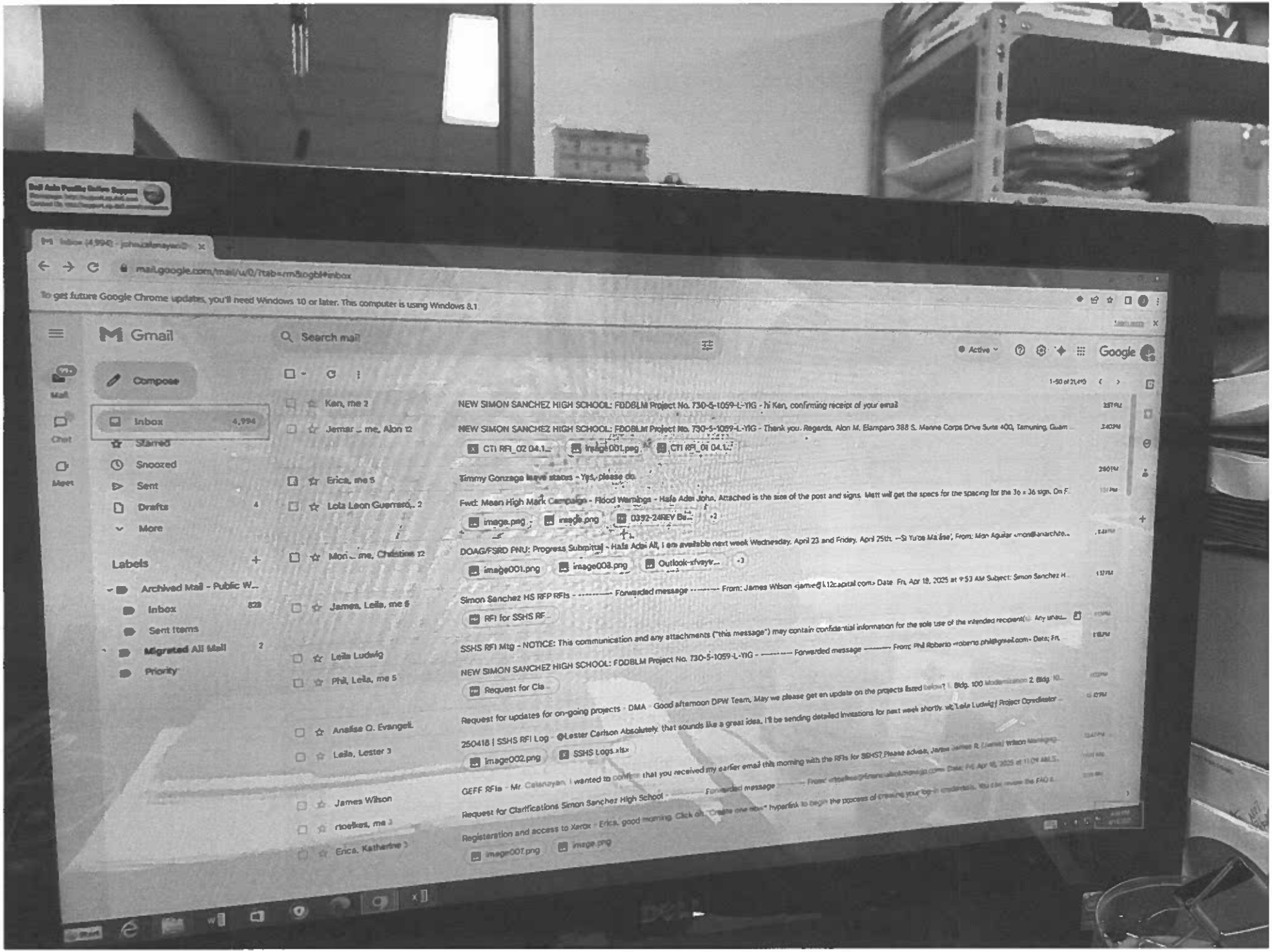
The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi - Lieutenant Governor

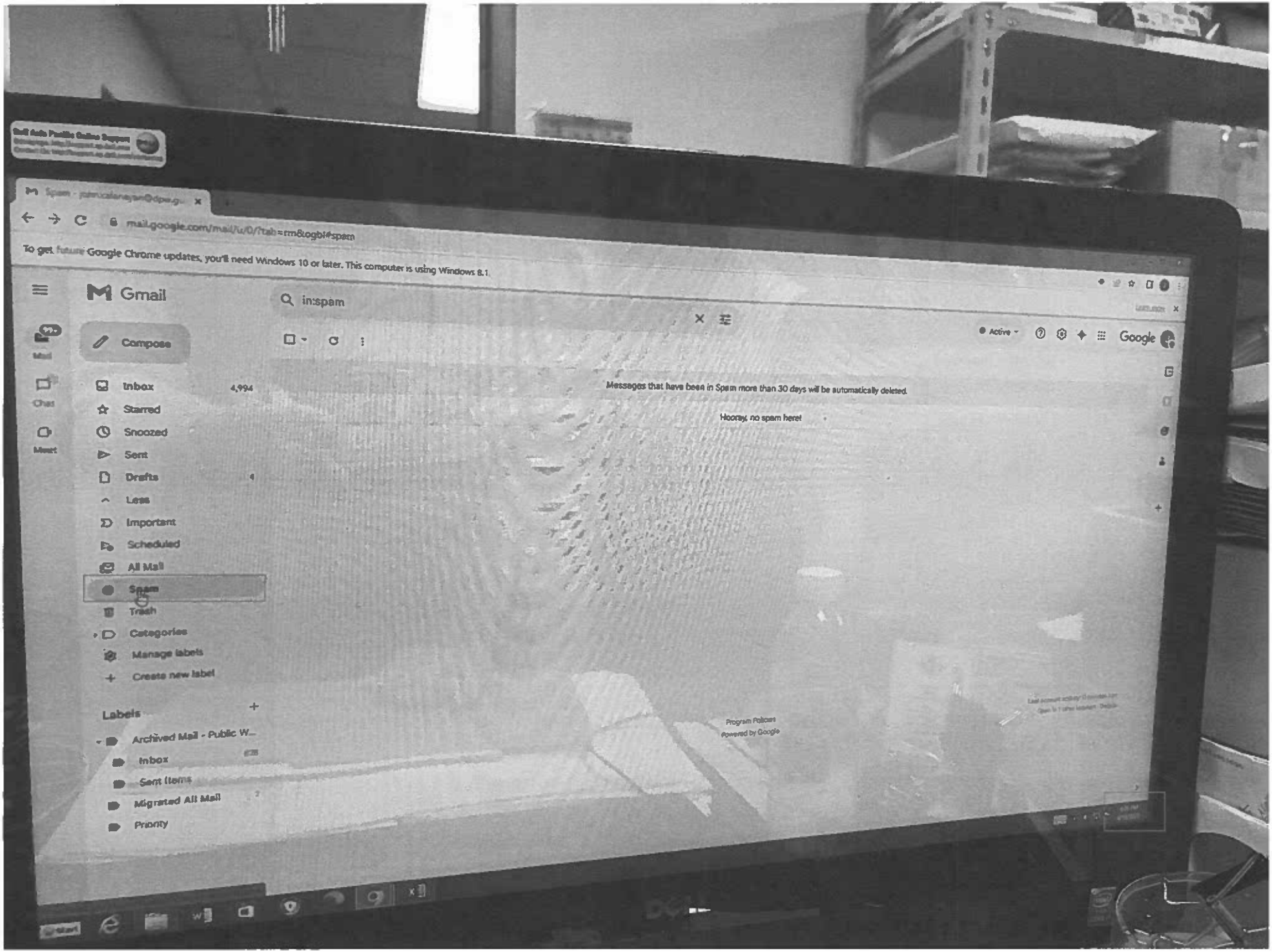
public works
DIPATTAMENTON CHE'CHO' PUBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA JR.
Deputy Director

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 HIGH SCHOOL LAST DAY OF TO SUBMIT QUESTIONS OR CLARIFICATIONS**
PLACE : **CONTRACT ADMINSTRATION TECHINCAL SERVIES, 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	Lila Ludwig		SSFM	671 788 8320	lludwig@ssfm.com
2	Glenn Leon Guerrero		SSFM	671 488 1323	gguerrero@ssfm.com
3	JOHN CALANAYAN		DPW	671 0946 3189	JOHN.CALANAYAN@DPW.GUAM.GOV
4	ERICA TAITANO		DPW	671-646-3189	erica.taitano@DPW.guam.gov
5					
6					
7					


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
Search mail
Compose
Inbox 4,994
Starred
Snoozed
Sent
Drafts 4
More
Labels
Archived Mail - Public W...
Inbox 828
Sent Items
Migrated All Mail 2
Priority
NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG - hi 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
Timmy Gonzaga leave slaves - Yes, please do.
Fwd: Mean High Mark Campaign - Flood Warnings - Hafa Adai 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 F...
DOAG/FSRD PNU: Progress Submittal - Hafa Adai All, I am available next week Wednesday, April 23 and Friday, April 25th. --Si Yu'os Ma'åse', From: Mon Aguilar <mon@anarchee...
Simon Sanchez HS RFP RFIs - ---------- Forwarded message --------- From: James Wilson <james@L12capital.com> Date: Fri, Apr 18, 2025 at 9:53 AM Subject: Simon Sanchez H...
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 unau...
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 updates for on-going projects - DMA - Good afternoon DPW Team, May we please get an update on the projects listed below? 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. wt; Leila Ludwig | Project Coordinator
GEFF RFIs - Mr. Calanoyan, I wanted to confirm that you received my earlier email this morning with the RFIs for SSHS? Please advise, James James R. (James) Wilson Manager
Request for Clarifications Simon Sanchez High School - ---------- Forwarded message ---------
Registeration and access to Xerox - Erica, good morning. Click on "Create one now" hyperlink to begin the process of creating your log-in credentials. You can review the FAQ s...
Kan, me 2
Jemar ... me, Alon 12
Erica, me 5
Lola Leon Guerrero... 2
Mori ... me, Christine 12
James, Leila, me 5
Leila Ludwig
Phil, Leila, me 5
Analise O. Evangeli...
Leila, Lester 3
James Wilson
noelkes, me 3
Erica, Katherine 3


mail.google.com/mail/u/0/?tab=rm&ogbl#spam
To get future Google Chrome updates, you'll need Windows 10 or later. This computer is using Windows 8.1.
Gmail
in:spam
Compose
Inbox 4,994
Starred
Snoozed
Sent
Drafts
Less
Important
Scheduled
All Mail
Spam
Trash
Categories
Manage labels
Create new label
Labels
Archived Mail - Public W...
Inbox
Sent Items
Migrated All Mail
Priority
Messages that have been in Spam more than 30 days will be automatically deleted.
Hooray, no spam here!
Program Policies
Powered by Google
Active
Google

On Tue, Apr 8, 2025 at 2:51 PM Jacinto Paguigan <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>
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>
Cc: Gene Bangayan <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>
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@dpw.guam.gov>, Sales <sales@gu.g4s.com>

Hafa Adai and Good Afternoon,

Please see attached Professional Letter for below.

--

Si Yu'us Ma'åse Yan Na Såfu 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

https://lh5.googleusercontent.com/ocQNYZBnZ7S43A25TwFnSFDtVaMmdJM9x9_yfe6RdUjpc6U1jzlE5RSmvlh9ZOVS38R53s0eM8aeXnX3EZbPdc1aK0_OGJ1jeB6nSY0f-oMsG6Tp3GtaHxarn6kqCJJ5deElyAMuYKzhjl_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

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)**

Håfa 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> 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>
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 <john.calanayan@dpw.guam.gov>
Cc: Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <ILorenz@easternpacificec.com>, Timothy Joo <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@pacificsolarguam.com>
Date: Thu, Apr 17, 2025 at 2:30 PM
Subject: SSHS Bid
To: <john.calanayan@dpw.guam.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>
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>
Cc: Alon Elamparo <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 |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5464 | Email: 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: "*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.
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 identifiying 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 pricng. 3. Some FF&E items are listed but are not marked as either GC/OFCI or OFCI. 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 pertains 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 digrams", 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 prorgamming 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 avaliable?
19	001	17-Apr-2025	Can any investigational finding including borehole logs assocaited with the existing structures please be made available?
20	001	17-Apr-2025	Can the building assessment or forensic enginering 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	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?
29	001	17-Apr-2025	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.
30	001	17-Apr-2025	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
31	001	17-Apr-2025	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.
32	001	17-Apr-2025	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
33	001	17-Apr-2025	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

From: **Phil Roberto** <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>

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.

GPS | General Pacific Services

A General Contracting Company
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 85thStreet; Berryton, Kansas 66409
Phone: 785-836-3411 Ext. *# Fax: 785-836-3341

From: **Jemar Legaspi** <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>
Cc: Alon Elamparo <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>
Date: Fri, Apr 18, 2025 at 9:53 AM
Subject: Simon Sanchez HS RFP RFIs
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

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

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

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

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>
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>
Cc: Rob Salas <rob.salas@pfmguam.com>, Lacee Guerrero <lacee.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> 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

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

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

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

April 30, 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. 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. Refer to the Letter of Determination that has been attached to this Addendum.**

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 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. *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 current JFK Lease Agreement attached 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 current JFK Lease Agreement attached 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 current JFK Lease Agreement attached 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. Refer to the Letter of Determination that has been attached to this Addendum.**

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. Refer to the Letter of Determination that has been attached to this Addendum.**

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.**

END OF ADDENDUM

VINCENT P. ARRIOLA
Director

On Tue, Apr 8, 2025 at 2:51 PM Jacinto Paguigan <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>
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>
Cc: Gene Bangayan <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> 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 9783 TAMUNING, GUAM, U.S.A. 96931
TELEPHONE: (671) 646-0588 / 646-3340 / 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>
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 <john.calanayan@dpw.guam.gov>
Cc: Philip Park <philip.park@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Ian Lorenz <iLorenz@easternpacificec.com>, Timothy Joo <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>
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>
Cc: Alon Elamparo <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 |Tel: (671)473-5000 | Fax: (671)473-5500

Cell: (671) 486-5464 | Email: 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: *"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.
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 pricng. 3. Some FF&E items are listed but are not marked as either GC/OFCI or OFCI. 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 pertains 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 digrams", 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 prorgamming 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 avaliable?
19	001	17-Apr-2025	Can any investigational finding including borehole logs assocaited with the existing structures please be made available?
20	001	17-Apr-2025	Can the building assessment or forensic enginering 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	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?
29	001	17-Apr-2025	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.
30	001	17-Apr-2025	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
31	001	17-Apr-2025	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.
32	001	17-Apr-2025	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
33	001	17-Apr-2025	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

From: **Jemar Legaspi** <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>
Cc: Alon Elamparo <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: **Phil Roberto** <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>

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.

GPS | General Pacific Services

A General Contracting Company
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

[redacted]

From: **James Wilson** <jamie@k12capital.com>
Date: Fri, Apr 18, 2025 at 9:53 AM
Subject: Simon Sanchez HS RFP RFIs
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

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

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

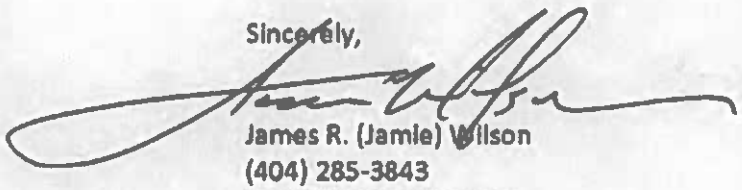
Re: New Simon Sanchez High School FDDBLM Project No. 730-5-1059-L-YIG

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

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

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.

On Fri, Apr 18, 2025 at 3:57 PM Ken San Nicolas <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

Sign In Sheets

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

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

public works
DIPATTAMENTON CHE'CHO' PUBLIKO
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, 5TH FLOOR, 9:00AM**

No.	Print Name	Signature	Company	POC Contact Number	POC Email Address
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5	Valerie San Nicolas		DPW	(671) 648-3131	valerie.san.nicolas@dpw.guam.gov
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13	Skyler Suarez		DPW	671-489-8085	~~skylsuarez@gmail.com~~ Skyler.Suarez@dpw.guam.gov
14	~~ARTHUR SUA~~				
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17	Iesha Tulop		DCS	671-788-7695	itulop.catalystguam@usa.com
18	SAM LUJAN		CATCON/DESIGN CONE	671-777-7347	seluzano@gmail.com
19	Joo Bae Park (Philip)		E-PEC	671-747-7944	philip.park@easternpacificec.com
20	JOSEPH AUDREY DIMACULANGAN		MASE CONSTRUCTION	671-747-3054	admin@maseconstruction@guam.com
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28	David Su		DSV Investments	989 8888	davidsumon@gmail.com
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32					
33					
34					
35					

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

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

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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, 5TH FLOOR, 9:00AM**

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5	ELMER PRUDENTE		TRMA	~~483475-8772~~	EPrudente@trmguam.com
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20	RODIL PALOMARES		FUTURE WORLD	688-4829	rodil palomares@futureworldguam.com
21					

END OF SIGN OUT SHEET

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

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

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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
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6	MARIBEL ESMA		MASE CONSTRUCTION	6716873154	admin@maseconstructionguam.com
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11	Jose Castro		Governor's office	671-788-5065	jose.castro@guam.gov
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19	ADRIAN PANGELINAN		TRISEC	671 482 0086	apangelinan.trisec@gmail.com
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21	BENNY R. SANNICO		DPW	671-689-7121	benny.sannico@dpw.guam.gov

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The Honorable
LOURDES A. LEON GUERRERO
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The Honorable
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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**

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6	ELEASAR CALALANG		GTS	898-2351	SangCalalang@Gmail.com
7	Skyler Suarez		DPW	489-8085	Skyler.Suarez@dpw.guam.gov.

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12	Alon Elamparo		CORE TECH	486-5030	alon.elamparo@coretechintl.com
13	ANTHONY PANGELINAN		DPW	687-4481	
14	JEFFREY TENORIO		DPW	646-3222	JEFFREY.TENORIO@DPW.GUAM.COM
15	JAE JI		E & F UNITED	688-1779	studiojaeji@gmail.com
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17	JOFF TOSTON		PDS	787-2027	jatf@pdsguam.com
18	AUSTIN SUA		TRI-SPEC	828-9123	AUSTINSUA@TRI-SPEC.COM
19	Phil Roberto		GPS / CapFA	483-3412	roberto.phil@gmail.com
20	Robert Nacpil		TR-SPEC	867-0805	AUSTINESUA@TRI-SPEC.COM
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26	JOHN F. CALARAGAN		DPW-CIP	646-3189	john.calaragan@dpw.guam.gov
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28	SHON MUNA		DPW/CIP	888 8910	shon.muna@dpw.guam.gov
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Letter of Determination

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

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

public works
DIPATTAMENTON CHE'CHO' PUBLIKO

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

MEMORANDUM TO FILE

April 30, 2025

FROM: Vince P. Arriola; Director, Department of Public Works.

SUBJECT: DETERMINATION TO NOT EXTEND 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 Project Urgency**
   Public Law 37-22 (enacted July 2023) mandates the expedited reconstruction of Simon Sanchez High School. This legislative directive reflects not only a policy commitment but an urgent public necessity. The delay in rebuilding the school has forced thousands of students and educators into a temporary double-session arrangement at the John F. Kennedy High School (JFK) campus. This prolonged situation is having a demonstrable, adverse effect on the quality of education and overall well-being of Guam's students and teachers. Granting an extension would prolong an already burdensome learning environment and further undermine the government's responsibility to provide a stable and adequate educational infrastructure. The support of the Guam Economic Development Authority (GEDA) further underscores the strategic priority of advancing this project without unnecessary delay.
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.

V. Cil

VINCENT P. ARRIOLA
Director

Proposal Guaranty

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

_____ (SEAL)

(PRINCIPAL)

(WITNESS)

(TITLE)

_____ _____

(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

_____ _____

(TITLE) (TITLE)

_____

(RESIDENT GENERAL AGENT)

Performance and Payment Bonds

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 oblige, 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 sub-contractor 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)

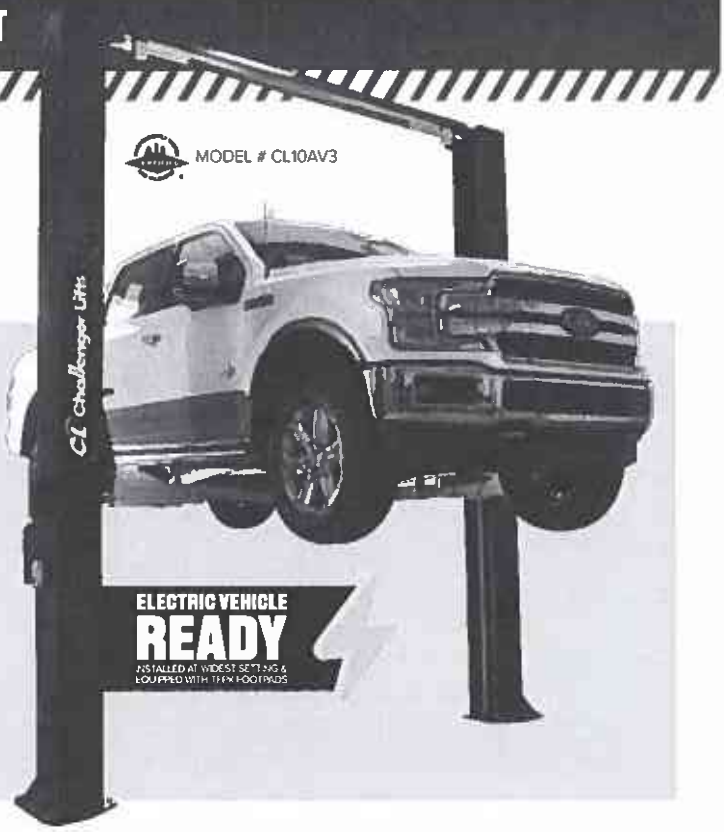
Product Data

Challenger Lifts

SERVICE BULLETIN
7-15-2024

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

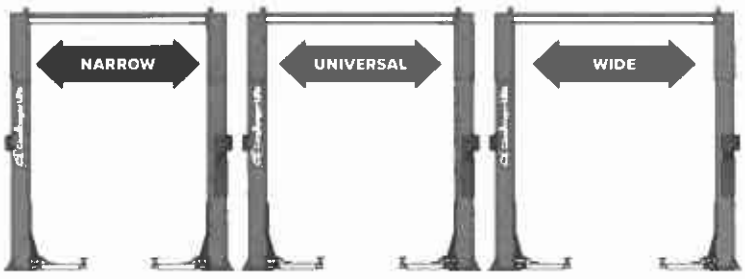
MODEL NUMBER	CL10AV3	CL10AV3-2	CL10AV3-3
Description	Standard	2" Extensions	3" Extensions
Lifting Capacity	**10,000 lbs.**		
Lift Configuration	**Versymmetric®, 3-Stage Front & Rear**		
Rise Height	74⅛"		
Height of Columns	11' 2" or 11' 8"	13' 2" or 13' 8"	14' 2" or 14' 8"
Max. Extended Cylinder Height	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.** 37⅛" **Max.** 60"		
Screw Pad Height	**Min.** 3⅞" **Max.** 6⅛"		
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.

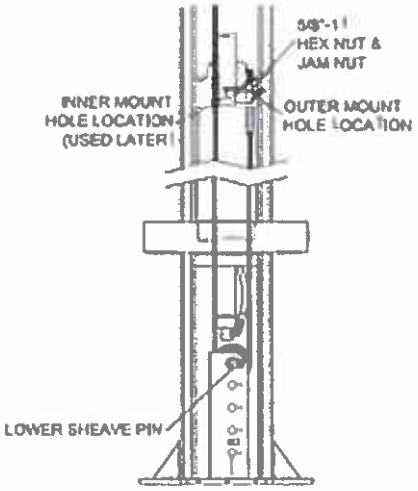


Fig. 2 - Cable Routing Layout

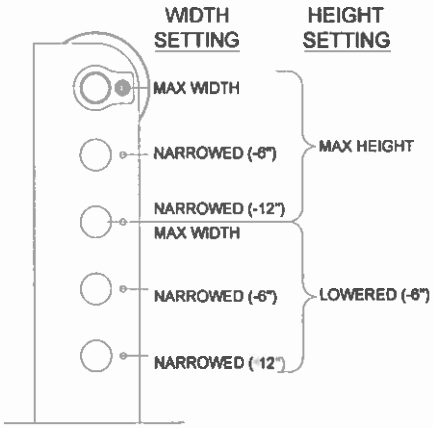


Fig. 3 - Sheave Position in Lower Bracket

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 showin 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.

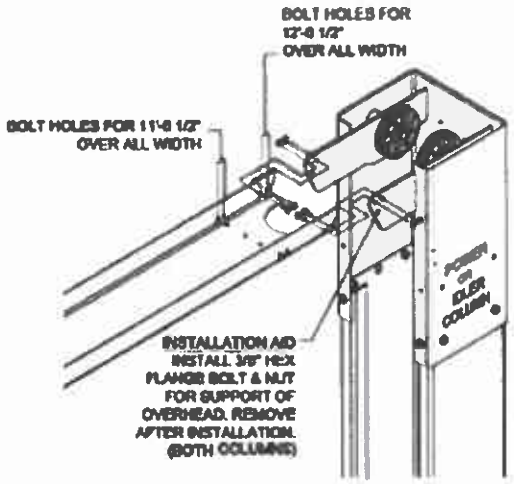


Fig. 8 - Overhead Assembly

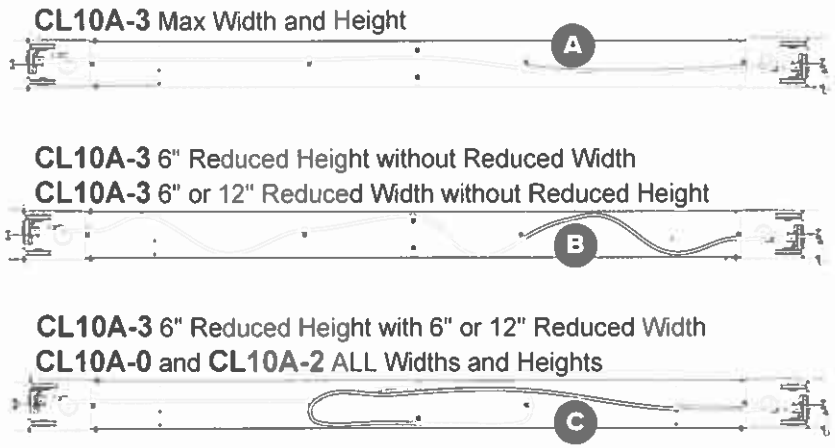


Fig. 13c - Hose Routing, Overhead

This page features excerpts from the manual. Please refer to the installation and operation manual for complete installation of the CL10AV3. **You can download the manual by scanning the QR Code.**

Digital Transfer Data

DIGITAL DATA TRANSFER AGREEMENT

TRMA
Taniguchi Ruth Makio Architects

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.

_____ _____ 04/21/25

Recipient – Cedric Cruz, AIA
Taniguchi Ruth Makio Architects/TRMA

Proposed Term Sheet

Simon Sanchez High School
PROPOSED TERM SHEET

**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 _____
- ☐ Letter of Credit

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**

****

JFK Lease Agreement

JFK Insurance & Maintenance Agreement

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

[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.]

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of August 1, 2010 (this "Lease"), by and between CAPFA CAPITAL CORP. 2010A, a Florida not-for-profit corporation qualified to do business in Guam (the "Lessor") and the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Government of Guam (the "Ground Lessor" under the Ground Lease and the "Lessee" hereunder) and CaPFA Capital Corp. 2010A (the "Ground Lessee" under the Ground Lease and the "Lessor" hereunder) will execute a Ground Lease (the "Ground Lease") concurrently herewith, under which that certain real estate parcel located in Guam and described in Exhibit A (the "Site") will be leased by the Ground Lessor to the Ground Lessee; and

WHEREAS, CAPFA was created to serve as an Instrumentality of the City of Moore Haven, Florida (the "City"), under and pursuant to Ordinance No. 214 enacted by the City on September 23, 1993, as amended by Ordinance No. 245 enacted by the City on May 26, 1998, as further amended from time to time (the "City Ordinance") and CAPFA is to be administered for the City by the Capital Projects Finance Authority, a public body corporate and politic of the State of Florida (the "Authority") and the Authority has entered an Interlocal Agreement, dated as of July 1, 2010, between the Authority and the Ground Lessor (the "Interlocal Agreement") evidencing interlocal cooperation between the parties to assist the financing and refinancing of the Project described herein; and

WHEREAS, the Lessee desires to sublease the Site, and lease certain school facilities, comprised of a high school and certain related facilities to be constructed or renovated by Lessor on the Site (the "Facility"), and certain equipment, to be acquired and installed by the Lessor on the Site (the "Equipment" and collectively with the Facility and the subleasehold interest in the Site, the "Project"), all as described in Exhibit B; and

WHEREAS, the Lessor is willing to sublease the Site, and lease the Facility and the Equipment, to the Lessee, and the Lessee desires to sublease and lease the same from the Lessor, upon the terms and conditions and for the purposes set forth herein; and

WHEREAS, the Lessor has determined that the Project will promote the social welfare of Guam by constructing public educational facilities and leasing them to the Government of Guam and providing for their maintenance during the term of this Lease; and

WHEREAS, the Lessee is empowered to enter into this Lease pursuant to applicable law, including particularly Section 58A104 of Title 5 of the Guam Code Annotated;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

Article, Section, Exhibit and Schedule references herein shall, unless otherwise indicated, be to the respective articles and sections of and exhibits and schedules to this Lease. In addition, the following terms shall have the following meanings for all purposes of this Lease:

"Acquisition Contract" means any acquisition contract or contracts between the Lessor and any vendor regarding acquisition of the Equipment, a copy of which is or will be on file with the Lessor.

"Additional Rentals" means the amount or amounts payable by the Lessee to the Lessor or the Trustee pursuant to Section 4.01(b).

"Assignment Agreement" means an assignment agreement, to be entered into between the Lessor and the Trustee concurrently with the execution and delivery of the Certificates, whereby the Lessor will assign its interest in this Lease to the Trustee for the purpose of the execution and delivery of the Certificates.

"Authority" means Capital Projects Finance Authority, a public body corporate and politic of the State of Florida.

"Authorized Lessee Representative" means the person or persons at the time designated, by written certificate furnished to the Lessor, as the person or persons authorized to act on behalf of the Lessee. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Lessee by the Governor, and may designate an alternate or alternates. An Authorized Lessee Representative may, but need not be, the Superintendent or another employee of the Lessee.

"Authorized Lessor Representative" means the President of the Lessor, any Vice President of the Lessor, or such other person or persons at the time designated, by written certificate furnished to the Lessee, as the person or persons authorized to act on behalf of the Lessor. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Lessor by an authorized officer, and may designate an alternate or alternates.

"Available Funds" means, collectively, any amounts appropriated by the Guam Legislature for the purpose of making payments of Base Rentals and Additional Rentals hereunder, and any amounts held in the Capitalized Interest Account, the Holding Fund and the other funds and accounts (other than the Rebate Fund) established pursuant to the Trust Agreement and available to pay amounts due under this Lease.

"Base Rentals" means the amount or amounts payable by the Lessee pursuant to Section 4.01(a).

"Capital Replacement Reserve" means the fund by that name established pursuant to the Trust Agreement.

"Capitalized Interest Account" means the account by that name established pursuant to the Trust Agreement.

"Capitalized Interest Period" means the time period during which proceeds of the Certificates are available to pay the interest component of the Base Rental payments.

"Certificate Closing Date" means the date of the execution and delivery of the Certificates by the Trustee under and pursuant to the Trust Agreement.

"Certificate Payment Fund" means the fund by that name established pursuant to the Trust Agreement.

"Certificates" means bonds, notes, certificates of participation or other obligations issued under the Trust Agreement and secured by or, to the extent they are certificates of participation, representing fractional undivided interests in, Base Rental payments to be made under this Lease.

"City" means the City of Moore Haven, Florida.

"City Ordinance" means Ordinance No. 214 enacted by the City on September 23, 1993, as amended by Ordinance No. 245 enacted by the City on May 26, 1998, as further amended from time to time.

"Code" means the Internal Revenue Code of 1986 and the regulations issued thereunder, and any successor to the Internal Revenue Code of 1986.

"Completion Certificate" means a certificate, as further described in the Trust Agreement, signed by the Lessor and approved by construction monitors of the Lessor and the Lessee, and provided to the Trustee upon completion of the Project.

"Construction Contract" means the Design-Build Agreement, dated August 24, 2010, between Owner and IBC Benham LLC, as it may be amended or supplemented from time to time, and any other fixed price or guaranteed maximum price construction contract or contracts regarding construction of the Facility, a copy of each of which is or will be on file with the Lessor.

"Default Rate" means twelve percent (12%) per annum, provided, that the Default Rate shall not exceed the Maximum Lawful Rate.

"Department" means the Guam Department of Public Works.

"Effective Date" means the date set forth in Section 17.04.

"Equipment" has the meaning specified in the recitals hereto.

"Event of Default" means one or more of the events described in Section 16.01.

"Event of Nonappropriation" has the meaning specified in Section 4.09(a).

"Facility" has the meaning specified in the recitals hereto.

"Fiscal Year" means the one year period ending on each September 30.

"Governor" means the Governor of Guam.

"Ground Lease" has the meaning specified in the recitals hereto.

"Ground Lessee" has the meaning specified in the recitals hereto.

"Ground Lessor" has the meaning specified in the recitals hereto.

"Initial Term" has the meaning specified in Section 3.01.

"Insurance and Maintenance Fund" means the fund by that name established pursuant to the terms of the Trust Agreement.

"Interlocal Agreement" means the Interlocal Agreement, dated as of July 1, 2010, between the Authority and the Government of Guam.

"Lease" means this Lease, including the Exhibits and Schedules hereto, and any amendments and supplements hereto as permitted herein and in the Trust Agreement.

"Legislature" means the Legislature of Guam.

"Lessee" means the Department of Education, Government of Guam, or any entity succeeding to its rights and obligations under this Lease.

"Lessor" means CaPFA Capital Corp. 2010A, a Florida not-for-profit corporation qualified to do business in Guam, or any entity succeeding to the rights, duties or functions of the Lessor hereunder, including, after the Certificate Closing Date and to the extent provided in the Assignment Agreement, the Trustee.

"Maintenance Agreement" means the Insurance and Maintenance Agreement, dated as of August 1, 2010, by and among the Lessor, the Lessee, the Maintenance Contractor and the Trustee, and any other agreement for substantially the same services with respect to the Project.

"Maintenance Contractor" means International Bridge Corporation as the Maintenance Contractor under the Maintenance Agreement, or any successor contractor providing substantially the same services with respect to the Project.

"Maximum Lawful Rate" means the maximum rate of interest on the relevant obligation permitted by applicable law.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Project, after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award.

"Notice to Proceed" means a written notice to the Lessor to proceed with the construction of the Project.

"Outstanding," when used with respect to the Certificates and whether or not capitalized, has the meaning ascribed to said term in the Trust Agreement.

"Owner," when used with respect to the Certificates, means any person who shall be the registered owner of any outstanding Certificate, as shown on the registration books of the Trustee.

"Permitted Encumbrances" means, as of any particular time, (i) liens for general ad valorem taxes, special taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to the provisions of Section 8.01, permit to remain unpaid; (ii) the Ground Lease, this Lease, the Trust Agreement and the Assignment Agreement, as such may be amended from time to time, and any financing statements naming the Lessor or the Lessee as debtor and naming the Lessor or the Trustee as secured party now or hereafter filed to perfect the security interests granted by the Trust Agreement or the Assignment Agreement; (iii) utility, access, and other easements and rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of recordation of this Lease or a short form hereof; (iv) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (v) such other easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions as may be consented to by the parties hereto or their successors or assigns; and (vi) such defects, irregularities, encumbrances and clouds on title as may be consented to by the parties hereto or their successors or assigns.

"Plans and Specifications" means the final plans, technical specifications and estimates prepared by the Lessor for and showing the Project, including design analysis and computation sheets, a schedule, and a maintenance and custodial plan, as amended from time to time pursuant to change orders agreed upon by the Lessor and the Lessee pursuant to Section 5.02.

"Project" means, collectively, the Facility, the Equipment and the Lessor's leasehold interest in the Site.

"Project Costs" means all costs of payment of, or reimbursement for, planning, design, engineering, construction, developer costs and fees, testing, acquisition, installation and financing and refinancing of the Facility and Equipment, including but not limited to, architect, engineering and installation management costs; administrative costs and capital expenditures relating to installation and financing payments; the interest component of Base Rental payments due and payable by the Lessee during the Capitalized Interest Period; leasehold and leasehold

improvement acquisition costs; sales tax; transfer tax; costs of accounting, feasibility, environmental and other reports; inspection costs; permit fees; filing and recording costs; financing costs and discounts; legal fees and charges; financial and other professional consultant fees; insurance policy premiums; construction monitor fees and expenses; and other charges and fees in connection with the foregoing. For purposes of this Lease, "Project Costs" also includes the items defined as "Costs of Delivery" in the Trust Agreement.

"Project Development Agreement" means the Project Development Agreement, dated as of August 1, 2010, by and between International Bridge Corporation and the Lessor.

"Project Documents" means: (i) the Plans and Specifications, including changes (if any) as permitted by Section 5.02; (ii) any necessary permits for construction of the Facility, including any building permits; (iii) the Project Development Agreement; (iv) the Construction Contract; (v) the Acquisition Contract, if any; (vi) policies of title, casualty, public liability and workers' compensation insurance, or Certificates thereof, as required by this Lease with respect to the Project; (vii) any performance and payment bonds or other assurance of payment and performance acceptable to Lessee; (viii) the executed contract with the architect hired by the Lessor in connection with the preparation of the Plans and Specifications; (ix) any legally required environmental assessments or approvals; (x) the executed contract or contracts with each engineer hired by the Lessor in connection with the preparation of the Plans and Specifications or the construction of the Project or both; and (xi) any and all other documents executed by or furnished to the Lessee in connection with the construction, acquisition and equipping of the Project.

"Project Fund" means the fund by that name established pursuant to the terms of the Trust Agreement.

"Purchase Price" means, as of any date of calculation, the amount set forth in Schedule II hereto and made a part hereof, which the Lessee may pay as of such date to the Lessor in order to purchase the Project.

"Rebate Fund" means the fund by that name established pursuant to the Trust Agreement.

"Redemption Fund" means the fund by that name established pursuant to the terms of the Trust Agreement.

"Renewal Term" has the meaning specified in Section 3.01.

"Rentals" means the total amount of the Base Rentals and the Additional Rentals payable during the Initial Term and each Renewal Term hereunder.

"RFP" means the Request for Proposals for the Construction of New John F. Kennedy High School Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) (Project No. 700-5-1020-L-TAM) issued by the Department.

"Site" has the meaning specified in the recitals hereto.

"Special Counsel" means a firm of attorneys selected by the Lessee and that is nationally recognized for its expertise with respect to the law of tax-exempt governmental finance.

"Tax Certificate" means a certificate or certificates of the Lessee and/or the Lessor delivered on the Certificate Closing Date concerning such matters as may be appropriate in the opinion of Special Counsel to support Special Counsel's opinion that the interest component of Base Rental payments hereunder is excludable from the gross income for federal income tax purposes of the holders of the Certificates.

"Term" means, as applicable, the Initial Term or a Renewal Term.

"Term of the Lease" or "term of this Lease" has the meaning specified in Sections 3.01 and 3.02.

"Trust Agreement" means a trust agreement or other such agreement between the Lessor, as trustor, and the Trustee, and any amendments and supplements thereto as therein permitted, pursuant to which the Certificates are to be issued.

"Trustee" means the trustee under the Trust Agreement.

ARTICLE II

DEMISE

Section 2.01. Demise of the Project; Purpose.

The Lessor does hereby rent, lease and demise to the Lessee, and the Lessee does hereby take, accept and lease from the Lessor, the Project, subject to Permitted Encumbrances, on the terms and conditions and for the purposes herein set forth, together with all easements, rights, and appurtenances in connection therewith or thereto belonging, to have and to hold during the Initial Term and each Renewal Term of this Lease.

ARTICLE III

TERM OF THE LEASE

Section 3.01. Commencement of the Term of the Lease.

(a) The initial term of this Lease for which Base Rental payments are due shall commence as of the earlier of June 2, 2011 or the date of substantial completion of the Project, and shall expire at midnight on October 15, 2011, and the following term of the Lease shall commence at midnight on October 15, 2011 and shall expire at midnight on December 2, 2012 (collectively, the "Initial Terms"). The Lessor shall provide the Trustee with written notice of the commencement of the first Initial Term, which notice shall be executed by both Construction Monitors indicating their approval. So long as Available Funds are sufficient to make the Base Rental and Additional Rental payments each year, the term of this Lease shall automatically be renewed for additional and

consecutive one-year renewal terms beginning on December 2 and ending on December 1 of each successive year, respectively, through and including December 1, 2040 (each, a "Renewal Term"). The terms and conditions of this Lease during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Base Rentals may be revised as provided in the Trust Agreement or Sections 4.07 or 14.02 of this Lease.

(b) If on December 1, 2040, the Certificates shall not be fully paid, then the term of this Lease shall be extended for additional and consecutive one-year Renewal Terms beginning on December 2 and ending on December 1 of each successive year, respectively, except for the last such renewal term, which shall commence on December 2 and end on the date that is ten days after all Certificates shall be fully paid, except that the term of this Lease shall not exceed December 1, 2050. If prior to December 1, 2050, all Certificates shall be fully paid, or provision therefor made, the term of this Lease shall end ten days after such payment or provision therefor or ten days after written notice by the Authorized Lessee Representative to the Lessor, whichever is earlier.

Section 3.02. Expiration or Termination of the Term of the Lease.

The term of this Lease will expire or terminate, as appropriate, as to the Lessee as described in Section 3.03 upon the first to occur of any of the following events: (a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation which is not thereafter waived by the Lessor; (b) an Event of Default and a termination of the term of this Lease by the Lessor as herein provided; (c) December 1, 2040; or (d) upon the expiration of any extension period(s) provided pursuant to Section 14.02.

Section 3.03. Effect on the Lessee of Expiration or Termination of the Term of the Lease.

The expiration or termination of the term of this Lease as to the Lessee pursuant to Section 3.01 shall terminate all obligations of the Lessee hereunder (except to the extent that the Lessee shall have incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose through the last day of the portion of the Renewal Term during which the Lessee continues or continued to occupy the Project) and shall terminate the Lessee's rights of use and occupancy of the Project; **provided, however, that all other terms of this Lease and the Trust Agreement, including the obligation of the Lessee not to interfere with the Lessor's rights under the Ground Lease, and also including all obligations of the Trustee with respect to the holders of the Certificates and the receipt and disbursement of funds, shall be continuing until the lien of the Trust Agreement is discharged, as provided in the Trust Agreement**. The termination or expiration of the term of this Lease as to the Lessee pursuant to Section 3.02, in and of itself, shall not discharge the lien of the Trust Agreement. Nothing herein shall be construed to terminate the obligations of the Trustee provided in Section 16.02 upon the expiration or termination of the term of this Lease as to the Lessee as provided in Section 3.02.

Section 3.04. Effect of Discharge of the Trust Agreement.

After the execution and delivery of the Certificates, if and when:

(a) there shall have been deposited with the Trustee at or prior to any date when the Lessee may exercise its option to purchase the Project, in trust for the benefit of the Owners of the Certificates and irrevocably appropriated and set aside to the payment of the Base Rentals or Purchase Price, sufficient moneys and Permitted Investments of the appropriate type, as further specified in the Trust Agreement, the principal of and interest on which when due will provide money sufficient to pay all principal, premium, if any, and interest of the Base Rentals represented by the Certificates to the due date of the Base Rentals or date when the Lessee may exercise its option to purchase the Project, as the case may be; and

(b) an agreement shall have been entered into with the Trustee for the payment of its fees and expenses so long as any of the Certificates shall remain unpaid;

then and in that event the right, title and interest of the Lessor herein and the obligations of the Lessee hereunder shall thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Lessor and the obligation of the Lessee to have such moneys and such Permitted Investments applied to the payment of the Base Rentals or Purchase Price) and the Lessor's interest in and title to the Project shall be transferred and conveyed to the Lessee.

ARTICLE IV

RENTALS PAYABLE

Section 4.01. Rentals Payable.

The Lessee shall pay the Base Rentals and the Additional Rentals as described herein, in the amounts, at the times and in the manner set forth herein, said amounts constituting in the aggregate the total of the annual Rentals payable under this Lease, as follows:

(a) Base Rentals. On December 1, 2010, and on June 1 and December 1 of each year thereafter, the Lessee shall pay to the Lessor as provided in Section 4.06 the Base Rental payments, comprised of both a principal component and an interest component (calculated on the basis of a year of 360 days consisting of twelve 30-day months), each such Base Rental payment to be made in the amount set forth in Schedule I attached hereto and incorporated herewith. During the Capitalized Interest Period, the Base Rental Payments shall be payable only from amounts made available for that purpose from the proceeds of the Certificates, and, after the end of the Capitalized Interest Period, the Base Rental Payments shall be payable only from Available Funds. The interest components of the Base Rental payments shall be paid by the Lessee as, and shall constitute interest paid on, the principal components of the Base Rental payments to be paid by the Lessee hereunder.

(b) Additional Rentals. On the date of commencement of the first Initial Term hereof, the Lessee shall pay to the Lessor, but only from Available Funds, an Additional Rental payment in the amount of two hundred fifteen thousand dollars ($215,000). On the date of commencement of the second Initial Term hereof, the Lessee shall pay to the Lessor as provided in Section 4.06, but only from Available Funds, an Additional Rental payment in the amount of [_____($_____)]. Commencing on October 15, 2012, and on October 15 of each year thereafter, the Lessee shall pay to the Lessor as provided in Section 4.06, but only from Available Funds, an Additional Rental payment in the amount of one million five hundred sixty-eight thousand dollars ($1,568,000). The parties hereby acknowledge and agree that such amount may be amended for the Initial Terms and any Renewal Term pursuant to subsection (c) below. The Lessor shall apply such Additional Rentals to meet, or to cause to be met, its obligations under Articles VI, VII and VIII in the order of priority specified in subsection (d) below. On or before the Certificate Closing Date, the Lessee and the Lessor shall enter into the Maintenance Agreement with the Maintenance Contractor and the Trustee, providing, among other things, that the Maintenance Contractor shall perform the Lessor's obligations under Articles VI, VII and VIII.

(c) Amendments to Additional Rentals. The amount due hereunder as Additional Rental shall be adjusted as provided below to reflect increases in or the additional imposition of the following costs borne by the Lessor:

(i) any amount owing to the Trustee for services under the Trust Agreement;

(ii) the costs of any taxes and governmental charges and assessments as required under Article VIII that are, or that would if unpaid become, a lien on the Project;

(iii) the costs of insurance as required under Article VII;

(iv) deposits into the Capital Replacement Reserve (with aggregate deposits not to exceed $500,000 in a given Term), representing costs incurred by Lessor or its Maintenance Contractor for the capital maintenance, repair and replacement with respect to the Project as required under Article VI;

(v) the costs of any other taxes and governmental charges and assessments as required under Article VIII, including but not limited to the Guam business privilege tax;

(vi) any amount of interest required to be paid on any of the foregoing items as a result of the Lessee's failure to pay any such items when due, as required by Section 4.06; and

(vii) any other fees, costs, levies, charges, taxes, assessments or expenses that the Lessor is required to pay in connection with this Lease, the Maintenance Agreement, the Project Documents, the Trust Agreement, the Certificates or the Project, including any sums incurred under Section 17.13.

If and to the extent that the parties agree that the amount required to pay or reimburse such costs for the Initial Terms or any Renewal Term exceeds the Additional Rental amount described in Section 4.01(b) for such Term, then the Additional Rental for such term shall be increased by the amount approved by the Lessee; provided, however, that the Lessee shall not be obligated to pay a Rental in any year that exceeds the Available Funds in such year.

(d) Priority of Payment of Expenses by Lessor; Limited Liability of Lessor. The Lessor shall use and apply Additional Rental payments to pay expenses in the order of priority listed in subsection (c) above, provided, however, that no obligation assumed by or imposed upon the Lessor hereunder shall require the performance of any act by the Lessor except to the extent, if any, that the cost and expense of such performance is provided for or paid by the Lessee hereunder as Additional Rentals paid from Available Funds.

(e) Transfer of Annual Base Rentals to Trustee. On or before October 15 of each year, commencing with October 15, 2010, Lessee shall transfer to the Trustee Available Funds in an amount equal to the aggregate Base Rental payments (net of amounts held therefor in the Capitalized Interest Account and available for transfer therefrom to the Interest Fund on the applicable date or dates) coming due on the next succeeding December 1 and June 1, for deposit in the Base Rental Holding Fund established and held by the Trustee pursuant to the Trust Agreement.

(f) Invoices. The Lessor shall provide the Lessee and the Department with a written invoice for each such Base Rental payment and Additional Rental payment at least thirty (30) days prior to the date on which it is due and payable pursuant to this Section 4.01.

Section 4.02. Consideration.

The payments of Base Rentals and Additional Rentals hereunder for the Initial Term and each Renewal Term during the term of this Lease shall constitute the total Rentals for said Term and shall be paid by the Lessee for and in consideration of the right of use and occupancy of the Project, and the continued quiet use and enjoyment of the Project for and during said Term. The parties hereto have agreed and determined that the aggregate of such total Rentals for all Terms represents the fair rental value of the Project for all Terms. In making such determination, consideration has been given to the costs of financing the acquisition and construction of the Site and the Facility, the uses and purposes which will be served by the Project, and the benefits therefrom which will accrue to the parties to this Lease and the general public by reason of the Project. The Rentals due during any Fiscal Year will be in consideration of the right of use and occupancy of the Project by the Lessee during such Fiscal Year.

Section 4.03. Pledge; Covenant to Deposit.

(a) The Lessee hereby pledges for the payment of the Base Rental payments and Additional Rental payments, in accordance with their terms and in that order of priority, all of the Lessee's right, title and interest in all moneys and securities in the

funds and accounts held under the Trust Agreement, subject in all cases to the provisions of the Trust Agreement permitting the application thereof for or to the purposes and on the terms and conditions set forth in the Trust Agreement.

(b) During the term of this Lease, the Lessee covenants and agrees (i) that, after the end of the Capitalized Interest Period, it will deposit with the Trustee, to the extent available and appropriated by the Legislature, sufficient Available Funds, together with any additional amount approved by the Legislature, to pay the Rentals for the Project during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such Rentals for each such Renewal Term. Any such distribution may be made in advance of the due date of the Rentals with respect to which it is paid.

(c) The Lessee currently intends to pay the Rentals for the Initial Term and each Renewal Term. The Lessee reasonably believes that proceeds of the Certificates or Available Funds, as applicable, in an amount sufficient to pay all Rentals during the Initial Term and each Renewal Term, can be obtained. The Lessee hereby covenants to take the actions required to include the amounts needed to pay the Rentals due hereunder in each fiscal period in the Governor's budget request to the Legislature for each fiscal period for adoption in accordance with applicable provisions of Guam law; provided that, it is understood that the Legislature shall not be obligated to adopt such budget or to appropriate or otherwise make available the Available Funds.

Section 4.04. Limitations on Liability.

(a) Nothing herein shall be construed to require the Government of Guam or the Legislature to appropriate any money to pay any Rentals hereunder. If the Lessee fails to pay any portion of the Rentals due hereunder or if an Event of Default or an Event of Nonappropriation occurs hereunder, the Lessee will quit and vacate the Project in accordance with Section 4.09(b), and its obligation to pay Rentals and the other obligations of the Lessee hereunder shall thereupon cease, it being understood between the parties that neither the Government of Guam nor any political subdivision thereof, except the Lessee as provided herein, is obligated to pay any Rentals due to the Lessor hereunder; provided, however, that, in the case of an Event of Nonappropriation, the Lessee shall in no event be required to vacate the Project earlier than the expiration of the last Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such term of this Lease; and provided further, however, that the Lessee shall continue to be obligated to pay Rentals theretofore appropriated and paid when due and available for such purpose through the last day of the portion of the Renewal Term or prior Renewal Term during which the Lessee occupies or continues to occupy the Project. Should the Lessee fail to pay any portion of the required Rentals and then fail to quit and vacate the Project in accordance with Section 4.09(b), the Trustee in accordance with the Trust Agreement may immediately bring legal action to evict the Lessee from the Project (but not for money damages except as hereinafter provided), and exercise its remedies with regard to the Project in accordance with the Trust Agreement and the Assignment Agreement. No judgment may be entered against the Lessee or the

Government of Guam, the Lessor, or any political subdivision of the Government of Guam for failure to pay any Rentals hereunder, except to the extent that the Lessee has theretofore incurred liability to pay any such Rentals through its actual use and occupancy of the Project or through its lawful appropriations of, and payment when due of, Rentals relating to such use.

(b) The Rentals constitute current expenses of the Lessee, and the Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the current Fiscal Year other than from the amounts pledged under Section 4.03(a). No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the Lessee, the Lessor, the Government of Guam, or any political subdivision of the Government of Guam, within the meaning of any Organic Act or statutory debt limitation. Neither the execution, delivery, and performance of this Lease nor the execution and delivery of the Certificates directly or indirectly obligates the Lessee to make any payments hereunder beyond those appropriated for the Lessee's then current Fiscal Year. This Lease shall not create an immediate or accelerated obligation for any aggregate payment which may become due during the remainder of the Term of this Lease. This Lease, including the obligation of the Lessee to pay the principal and interest components of Base Rental payments, shall not be an obligation for which the full faith and credit of the Lessee is pledged. The Owners of the Certificates shall have no claim or lien on any revenues or other moneys of the Lessee or the Lessor, except Available Funds.

(c) The Lessee currently intends to pay the Rentals for the Initial Term and each Renewal Term. The Lessee reasonably believes that Available Funds in an amount sufficient to pay all Rentals during the Initial Term and each Renewal Term can be obtained. The Lessee intends that amounts sufficient to make such payments, and to maintain the balance in the Certificate Reserve Fund at the Certificate Reserve Fund Requirement and to pay any Additional Rentals, be included in the Governor's budget request to the Legislature for each fiscal period for adoption in accordance with applicable provisions of Guam law; provided that, it is understood that the Legislature shall not be obligated to adopt such budget or to appropriate or otherwise make available the Available Revenues.

(d) No obligation assumed by or imposed upon the Lessor hereunder shall require the performance of any act by the Lessor except to the extent, if any, that the cost and expense of such performance may be provided for from the proceeds of the sale of the Certificates or paid by the Lessee hereunder as Additional Rentals or from Available Funds.

Section 4.05. Rentals To Be Assigned; Unconditional Obligation From Available Funds.

It is understood and agreed that the obligation of the Lessee hereunder to pay all Rentals payable hereunder are to be absolutely, unconditionally and irrevocably assigned to the Trustee on the Certificate Closing Date pursuant to the Trust Agreement and the Assignment

Agreement. The Lessee assents to such assignment, and hereby agrees that its obligation to pay the Base Rentals and the Additional Rentals from Available Funds shall be absolute and unconditional and, except as expressly herein provided, shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Lessor of any obligation to the Lessee, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Lessee by the Lessor or by the failure of the completion of the Project. Notwithstanding any dispute between the Lessee and the Lessor hereunder, the Lessee shall pay all Rentals when due (but only from Available Funds) and shall not withhold payment of any Rentals pending the final resolution of such dispute. In the event of a determination that the Lessee was not liable for payment of such Rentals or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent payments of Rentals due hereunder.

Section 4.06. Payment.

Each payment of Base Rentals and Additional Rentals shall be paid in lawful money of the United States of America, by wire transfer to the Trustee at the designated corporate trust office of the Trustee or at such other place or places as may be set forth in the Trust Agreement. Each payment of Base Rentals and Additional Rentals which is not paid when due shall bear interest at the Default Rate from the date on which the payment becomes due until the same is paid.

Section 4.07. Adjustment of Base Rental Upon Failure to Vacate

In the event the Lessee fails to vacate the Project when required to do so under Section 3.03 or Section 4.09, then the hold-over Base Rental for any period following the required date to vacate shall be computed at an annual rate of Five Million One Hundred Thirty One Thousand Nine Hundred Thirty-Seven Dollars and Fifty Cents ($5,131,937.50) per year. Such rental shall be prorated over the hold-over period, provided that the Lessee shall be treated as holding over for the entire month if the Lessee holds over for any day of such month. The holdover rent is not an alternate performance option and the demand by the Lessor or payment by the Lessee of such holdover rent shall not limit or impair any other remedy of the Lessor hereunder.

Section 4.08. Payment to Trustee and Application of Rentals

All Rentals shall be paid directly to the Trustee for application in accordance with the Trust Agreement.

Section 4.09. Nonappropriation; Vacating the Project.

(a) In the event that sufficient monies (i) are not appropriated on or prior to the beginning of each Term for the payment of the Base Rentals and Additional Rentals payable during such period (net of amounts held therefor in the Capitalized Interest Account), and (ii) are otherwise not legally available for such purpose, then an event of nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred, and the Authorized Lessee Representative shall immediately provide written notice thereof to the Lessor and the Trustee. The Authorized Lessor Representative may waive

any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Lessor's judgment, such waiver is in the best interests of the holders of the Certificates. If an Event of Nonappropriation shall occur, the Lessee shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Term during which such Event of Nonappropriation occurs, except for the Lessee's obligation to pay Base Rentals and Additional Rentals which are payable prior to the termination of this Lease; provided, however, that if an Event of Nonappropriation occurs and the Lessee continues to occupy the Project beyond the then-current Term, the Lessee shall continue to be liable for the portion of the Base Rentals and Additional Rentals which would have been payable during such additional Term equal to the portion of such Term (or prior Term if the Lessee's occupancy lasts beyond a single hold-over Term) during which the Lessee continues to occupy the Project, subject to the availability of sufficient Available Funds for such purpose. Upon the occurrence of an Event of Nonappropriation, the Lessee may terminate its obligations under this Lease, without penalty, effective at the end of the then-current Term and the Lessor may terminate this Lease or the Lessee's possessory rights hereunder, or both. Such termination shall not be considered or treated as a default under this Lease or any other document. If this Lease is terminated under this Section, the Lessee agrees to surrender the Project to the Lessor, to cease use of the Project and not to interfere with the Lessor's rights under the Ground Lease. The Trustee shall, upon the occurrence of an Event of Nonappropriation and a foreclosure of the lien of the Trust Agreement and the Assignment Agreement, be entitled (subject to the limitations imposed on the Trustee pursuant to Section 16.02) to re-enter the Project, to take possession of the Project as trustee for the benefit of the holders of the Certificates, assign its interest in all or a portion of the Project (including the Facility and Equipment) and/or this Lease, re-let any of the Facility, the Equipment and/or the Lessor's leasehold interest in the Site to a new sublessee and to sell or relet all or any portion of the Project. In such event, the Lessor shall also be permitted to require performance or other actions by the Lessee, and to terminate, cancel, modify or amend this Lease or the Ground Lease.

(b) The parties hereto agree that, upon the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee shall have all responsibility for vacating the Site and the Facility and surrendering the Equipment. Upon an Event of Default, the Lessee shall vacate the Site and the Facility and shall surrender the Equipment immediately. Upon an Event of Nonappropriation, the Lessee shall vacate the Site and the Facility and surrender the Equipment prior to the expiration of the then current Term.

Section 4.10. Advances by the Trustee.

If the Lessee fails to pay any Rentals required by this Lease, the Trustee may (but shall be under no obligation to) pay such Rentals, which Rentals, together with interest thereon at the Default Rate, are to be reimbursed to the Trustee by the Lessee within fifteen (15) days of the rendering of any bill or statement to the Lessee therefor; provided, however, that nothing herein shall be construed to obligate the Lessee to pay such Rentals from any funds other than Available Funds.

Section 4.11. Lease Not to Constitute "True" Lease.

It is the intention of the parties hereto that this Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is the intention of the parties hereto that the Lessee be considered the owner of the Project for federal income tax purposes, but not for Guam law purposes relating to title and other matters as herein provided. To the extent lawfully permissible, the Lessee, and not the Lessor, is considered the owner of the Project for liability and insurance purposes.

ARTICLE V

ACQUISITION, CONSTRUCTION AND FINANCING OF THE PROJECT

Section 5.01. Acquisition and Construction of the Project.

(a) The Lessor has a leasehold interest in the Site pursuant to the Ground Lease, shall enter into the Project Development Agreement and, pursuant to the Project Development Agreement, shall cause the Facility to be constructed on the Site and shall acquire and install the Equipment in accordance with the applicable Project Documents. The Lessor shall provide the Lessee and Trustee with a copy of all written notices it receives from International Bridge Corporation pursuant to the Project Development Agreement.

(b) The Project Development Agreement shall constitute a Construction Contract for the construction of the Facility on the Site. The Lessor shall require International Bridge Corporation to provide a faithful performance bond and a separate labor and material payment bond, or other assurance of payment and performance acceptable to Lessee, as appropriate; provided, however, that if such bonds are not available at reasonable cost on the open market from reputable providers, alternative forms of security may be required by the Lessor if such alternatives shall have been approved in writing by the Lessee. The Net Proceeds from any such bond shall be transferred to the Lessor for deposit and application as provided in Section 5.05(h). Such bonds shall be assigned to the Trustee upon occurrence of an Event of Default, shall be executed by a corporate surety licensed to transact business in Guam and acceptable to the Lessor, and shall be in an amount equal to the contract price for such contractor's Construction Contract. If, at any time during the construction of the Facility, the surety on such bond shall be disqualified from doing business in Guam, or shall otherwise become incapable of performing its obligations under such bond, an alternate surety acceptable to the Lessor shall be selected. In the event of any change order in accordance with Section 5.02, the amounts of such bonds pertaining thereto shall be increased to include the cost of any additional work or materials or fixtures to be incorporated in the Facility or any additional Equipment.

(c) If an Event of Nonappropriation or an Event of Default shall occur prior to the delivery of the Completion Certificate pursuant to the Trust Agreement, the moneys remaining in the Project Fund may be utilized by the Lessor to complete construction of

the Facility or to prepay Certificates, or upon termination of the term of this Lease, may be disbursed as provided in the Trust Agreement.

(d) The Lessor hereby covenants, and the Lessee consents to the extent permitted by applicable law, to make certain design changes in the Project (so long as such changes do not cause the Project to be used for purposes other than lawful governmental purposes of the Lessee) in accordance with the Project Development Agreement to the extent necessary to complete the Project with moneys then available for such purposes in the Project Fund established in the Trust Agreement.

(e) The Lessor shall enter into each Construction Contract and any Acquisition Contract with the Developer and the applicable contractor and do all things necessary for the completion of the Project and shall use its best efforts to cause the Project to be completed by the date nine (9) months from the Effective Date, or such later date to which the parties agree, including pursuant to any agreed-upon change orders to the Plans and Specifications pursuant to Section 5.02, subject to any applicable provision of the Trust Agreement; but if for any reason a Completion Certificate is not delivered by the applicable date, there shall be no diminution to or postponement of the Rentals provided by Section 4.01 to be paid by the Lessee.

(f) The Lessor and the Lessee each hereby agree that, in order to effectuate the purposes of this Lease, it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and in general do all things legally permissible which may be requisite or proper, all for completing the Project as herein provided.

Section 5.02. Changes in Project.

Changes in the scope and character of the Project, including change orders to the Plans and Specifications for the Project, may be ordered by agreement between the Lessor and Lessee in accordance with Section 5.03(b), the Project Development Agreement and the Trust Agreement, provided that, if any such change would result in non-governmental ownership or non-governmental use of any portion of the Project, the Lessee shall provide an opinion of Bond Counsel to the effect that such change will not cause the interest component of the Base Rental payments to be included in the gross income of the holders of Certificates for federal income tax purposes, and provided, further, that unless sufficient additional funds are provided therefor, (a) the cost of the Project (exclusive of construction monitoring and initial developer fees) shall not exceed $45,200,000, and (b) the cost of the changes shall not exceed the amount then available therefor in the Project Fund and provided, further, that no such change shall be permitted if it materially adversely affects the interests of Holders of the Certificates. In the event that there is a change in the scope and character of the Project, the Lessee shall be liable for all costs associated therewith. In addition, the parties shall amend the description of the Project contained in Exhibits A and B and the exhibits to the Project Development Agreement as appropriate to reflect such changes. Changes to the Project may only be made with the prior written approval of an Authorized Lessee Representative, which approval shall not be unreasonably withheld. Any change to the Plans and Specifications pursuant to a change order agreed upon by the Lessor and the Lessee that results in additional time being required to

complete the Project shall automatically cause a corresponding extension in the required date of completion for the Project contained in Section 5.01(e).

Section 5.03. Required Provisions of Construction Contract; Right to Inspect Project Documents; Insurance During Construction Period.

(a) Each Construction Contract or Acquisition Contract shall provide that, following an Event of Default or damage to, or destruction or condemnation of, the Project as described in Article X hereof, the Lessor may terminate such Construction Contract or Acquisition Contract, and the contractor/vendor shall then be entitled to payment only from amounts available therefor in the Project Fund and only for work done or Equipment delivered prior to such termination.

(b) The Lessor shall have and keep on file and available for inspection by the Lessee copies of the Project Documents throughout the term of this Lease, or as soon after the commencement of the term of this Lease as such Project Documents shall become available to the Lessee. Neither the Project Documents nor any change or amendments thereto shall: (a) cause the Project to be used for any purpose prohibited by this Lease or by the Organic Act and laws of Guam; (b) result in a material reduction in the fair rental value of the Project as contemplated by Section 4.02 hereof; or (c) adversely affect the ability of the Lessee to meet its obligations hereunder.

(c) The Lessor shall require each general contractor entering into a Construction Contract to procure and maintain, at its own cost and expense, during the duration of such general contractor's Construction Contract and until the Facility is insured by the Lessee, standard form comprehensive general public liability and property damage insurance in the amount required by Article VII hereof.

(d) The Lessor shall require each general contractor retained in connection with the construction of the Facility to procure and maintain, at its own cost and expense, during the term of its Construction Contract and until the Facility is accepted and insured in accordance with the Project Development Agreement, standard builder's risk insurance upon the Facility to be constructed, in whole or in part, by such general contractor. The policy may have a deductible clause in such amount as may be approved in accordance with the Project Development Agreement. Such insurance coverage shall be in an amount at least equal to the total contract price for such general contractor's work. In the event of any change order resulting in the performance of additional work in connection with the construction of such Facility, the amount of such insurance shall be increased to include the cost of such additional work.

(e) Each vendor retained in connection with the acquisition of the Equipment shall be required to procure and maintain, at its own cost and expense, during the term of its Acquisition Contract and until the Equipment is insured by the Lessor, standard insurance upon the Equipment to be acquired, in whole or in part, by such vendor. The policy may have a deductible clause in such amount as may be approved in accordance with the Project Development Agreement. Such insurance coverage shall be in an amount at least equal to the full value of the Equipment. In the event of any change order

resulting in the performance of additional work in connection with the acquisition of the Equipment, the amount of such insurance shall be increased to include the cost of such additional work.

(f) The risk of loss under any and all deductibles in any policy provided by a general contractor shall be assumed by and shall be the responsibility of the general contractor. Each insurer providing the insurance described in Sections 5.03(c) and (d) above must waive its rights of subrogation against the Lessee and the Lessor and their respective officers, directors, elected or appointed officials and employees, and shall further require that none of such insurance will be materially reduced, restricted, limited, changed or cancelled without at least thirty (30) days prior written notice to the Trustee, the Lessor and the Lessee. The Lessor and, after the execution and delivery of the Certificates, the Trustee, shall be listed as an additional insured and mortgagee (using a "New York mortgagee" clause), respectively, under each policy required by Sections 5.03(c) and (d) above.

(g) Each contractor and subcontractor for the Project shall procure and maintain workers' compensation insurance as required by applicable law.

(h) The Net Proceeds of any performance or payment bond or other insurance required hereunder are to be paid into the Insurance and Maintenance Fund to be applied as provided in Section 10.01, and while any Certificates are outstanding, as provided in the Trust Agreement.

Section 5.04. Remedies Against Contractors and Vendors.

The Lessor may proceed, either separately or in conjunction with others, to pursue its remedies against any contractor, subcontractor or vendor which is in default under the Construction Contract or Acquisition Contract and/or against each surety on any bond securing the performance of such Construction Contract or Acquisition Contract; provided, however, that any such pursuit of remedies shall only be taken in consultation with the Lessee and the Lessee's Construction Monitor. The Net Proceeds recovered by way of the foregoing, after reimbursement to the Lessor for any unreimbursed expenditure of the Lessor for correcting or remedying such default, will be paid into the Insurance and Maintenance Fund to be applied as provided in Section 10.01 or, while any Certificates are outstanding, in the Trust Agreement.

Section 5.05. Disbursements from the Project Fund.

The Lessor shall use and disburse the funds on deposit in the Project Fund to pay or reimburse Project Costs; provided, however, that any such disbursement shall be made only after satisfaction of the conditions for any such disbursement as provided in the Trust Agreement, including the delivery of written requisitions countersigned by the Lessee's Construction Monitor (and, in the case of the final disbursement, the Lessor's Construction Monitor) in accordance with the Trust Agreement.

ARTICLE VI

MAINTENANCE

Section 6.01. Maintenance.

(a) The Lessor shall be responsible for the capital maintenance of the Project and all improvements thereon. The Lessee shall be responsible for routine maintenance of the Project and all improvements thereon and shall maintain the Project in good order, condition and repair, ordinary wear and tear excepted, including but not limited to the provision of security services, custodial services, waste collection, and landscaping services. The Lessee shall be responsible for the connection of light and heating, the selection of utility, telephone, cable and internet service providers where applicable, and the payment of all utilities, including without limitation, power, gas, water, sewer, light, heating, telephone and cable.

(b) To fulfill the Lessor's duties under this Article VI, Article VII and Article VIII and a portion of the Lessee's duties under said Articles, the parties shall enter into the Maintenance Agreement with the Maintenance Contractor and the Trustee on or before the Certificate Closing Date. The parties hereby agree that International Bridge Corporation shall be appointed as the initial Maintenance Contractor under the Maintenance Agreement. Any assignment or delegation of all or substantially all of the Maintenance Contractor's duties and obligations under the Maintenance Agreement shall be subject to the reasonable approval of the Lessee. The Lessor shall pay or cause to be paid all fees, costs and reimbursements payable to the Maintenance Contractor thereunder, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. Notwithstanding any other provision of this Lease, neither the Trustee nor any Owner of any Certificates shall have any obligation to incur any expense of any kind or character in connection with the management, operation, rehabilitation or maintenance of the Project during the term of this Lease.

(c) If the Lessee determines that Maintenance Contractor has failed to provide the services required under the Maintenance Agreement or otherwise has breached said agreement then the Lessee shall have the right to exercise the rights and remedies of the Lessor as provided in the Maintenance Agreement, including the right to replace the Maintenance Contractor, but shall not be excused from any obligations under this Lease or have any right to offset against any of the Lessee's obligations hereunder any claims under the Maintenance Agreement or have any other rights or claims hereunder based on any default by Maintenance Contractor under the Maintenance Agreement.

(d) The Lessee shall keep the Project and any and all improvements thereto free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances and those caused or consented to by the Lessor in accordance with the Trust Agreement.

Section 6.02. Care of the Project.

(a) The Lessee shall be responsible for all routine interior maintenance and repair and exterior grounds keeping and landscaping and upkeep of the Project. The Lessee shall take good care of the Project, and suffer no waste or injury thereto, ordinary wear and tear excepted. The Lessee will pay for all damage to the Project due to any waste, misuse or neglect by the Lessee, its agents, servants, employees, independent contractors, licensees or invitees or any person other than the Lessor or Maintenance Contractor. In addition, the Lessee shall comply with all applicable federal and state statutes, rules and regulations relating to the operation of the Project.

(b) There shall be no allowance to the Lessee for a diminution in or abatement of Rentals and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to business arising or resulting from the Lessor, the Lessee, the Maintenance Contractor or others making repairs, alterations, additions or improvements in or to any portion of the Project, and no liability upon the Lessor or allowance for a diminution in or abatement of Rentals for failure of the Lessor or others to make any repairs, alterations, additions or improvements in or to any portion of the Project. The foregoing shall not be construed to mean that the Lessor has any such obligations.

(c) The Lessor shall not be liable for, and there shall be no diminution in or abatement of Rentals for, any loss or damage to the Project caused by vermin, rain, typhoons, earthquakes, liquids and semi-liquids, molds, or caused by any latent defect in the Facility or caused by vandalism or acts of any person other than the Lessor or Maintenance Contractor. There shall be no diminution in or abatement or Rentals for any damage or condemnation of or destruction of the Project.

(d) The approval by the Department (as Construction Monitor for the Lessee) of the Certificate of Completion of the Project or any portion thereof shall be conclusive evidence against the Lessee that the Project or such portion thereof was in good order and satisfactory condition when such Certificate was issued and that all work to be done on the Project pursuant to the terms hereof, if any, has been completed to the Lessee's satisfaction; provided, however, the Lessee's taking possession as herein provided shall be without prejudice to any rights against third parties which exist at the date of taking such possession or which may subsequently come into being. No promise of the Lessor to alter, remove, improve or clean the Project and no representation respecting the condition of the Project have been made by the Lessor to the Lessee, unless the same is expressly stated herein or made a part hereof.

Section 6.03. Loss and Damage.

All of the Lessee's personal property of any kind that may be on or about the Project or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and the Lessor shall have no liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

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

change the character or use of the Project or impair the exclusion of the interest component of the Base Rentals from gross income for federal income tax purposes; and provided further, that, to the extent applicable, each such alteration, addition and improvement shall be designed by a licensed architect or engineer and proper permits obtained therefor.

Section 9.02. Title to Alterations, Additions, and Improvements.

Except as provided in Section 9.03, all such alterations, additions, and improvements shall, to the extent legally permissible, be subject hereto and to the Trust Agreement and to the Assignment Agreement and become the property of the Lessor as a part of the Project.

Section 9.03. Lessee's Equipment.

(a) All of the Lessee's equipment and other personal property installed or placed by the Lessee in or on the Facility which is not a fixture under applicable law or which is not paid for with the proceeds of the sale of the Certificates shall remain the sole property of the Lessee in which neither the Lessor nor the Trustee shall have any interest, and may be modified or removed at any time by the Lessee and shall not be subject to the lien of the Trust Agreement or the Assignment Agreement.

(b) If after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee moves out or is dispossessed and fails to remove any of its property at the time of such moving out or dispossession, then and in that event, the Trustee shall have the option either to regard such property as abandoned by the Lessee, in which case such property shall become the property of the Lessor subject to the Trust Agreement, or shall have the right to demand that the Lessee remove such property from the Facility, and in the event of failure of the Lessee to comply with said demand, the Trustee shall have the right to remove, sell or destroy such property at the Lessee's expense.

ARTICLE X

EMINENT DOMAIN; CONDEMNATION.

Section 10.01. Damage, Destruction and Condemnation.

(a) If, during the term of this Lease, (i) the Project or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, the Project or any portion thereof or the estate of the Lessee, the Lessor, or the Trustee in the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any federal governmental body or by any person, firm or corporation acting under federal governmental authority; or (iii) a material defect in construction of the Project shall become apparent; or (iv) title to or the use of all or any portion of the Project shall be lost by reason of a defect in title; then, subject to Sections 4.09(a) and 10.01(c), the Lessee shall continue to pay Base Rentals and Additional Rentals in accordance with the terms of this Lease, and shall take such action as it shall deem necessary or appropriate to repair and replace the Project, regardless of whether the Project has been completed and accepted by the Lessee in

accordance with Section 2.3 of the Project Development Agreement and Section 3.03 of the Trust Agreement.

(b) The Lessor shall cause the Net Proceeds of any insurance policies received by the Lessor, performance bonds or condemnation awards with respect to the Project, or Net Proceeds received by the Lessor as a consequence of defaults under construction contracts for the Project, to be deposited into the Insurance and Maintenance Fund to be applied as provided herein and in the Trust Agreement, and so long as no Event of Default or Event of Nonappropriation exists, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Project by the Lessee, except as otherwise provided in this Section 10.01. The balance of any Net Proceeds remaining after the repair, restoration, modification, improvement or replacement has been completed are to be deposited into the Project Fund if received prior to the Completion Date or, if received thereafter, are to be deposited into the Certificate Payment Fund.

(c) If such Net Proceeds shall be insufficient to pay in full the cost of any such repair, restoration, modification, improvement or replacement, the Lessee shall, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, either:

(i) commence and thereafter complete the work and pay any cost in excess of the Net Proceeds, in which case the Lessee agrees that it will not be entitled to any reimbursement therefor from the Trustee or the holders of the Certificates, nor shall it be entitled to any diminution of the Base Rentals or Additional Rentals; or

(ii) discharge its obligation to repair or replace the Project by causing such Net Proceeds to be deposited into the Redemption Fund for the purpose of causing the mandatory prepayment of the Certificates in accordance with the Trust Agreement. If such Net Proceeds are sufficient, together with other funds available for such purpose under the Trust Agreement, to prepay all outstanding Certificates upon such deposit, this Lease shall no longer apply to the Project, and all obligations of the Lessee with respect to the Project shall terminate.

(d) The Lessee hereby agrees that any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Lessor subject to the Trust Agreement, and will be undertaken by the Lessee, as the agent for and on behalf of the Lessor, and shall constitute a part of the Project subject to this Lease.

(e) The Lessee hereby agrees to file a written certificate with the Trustee, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, directing the application and disbursements of such Net Proceeds.

(f) The Lessee hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the Lessee will

not exercise the power of condemnation with respect to any portion of the Project. The Lessee shall further covenant and agree, to the extent it may lawfully do so, that if the foregoing covenant is determined to be unenforceable for any reason, or if the Lessee should fail or refuse to abide thereby and the Lessee condemns any portion of the Project, the appraised value of the Project shall not be less than the greater of: (i) the principal and interest components of the Certificates outstanding at the time if such Certificates are then subject to prepayment, or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease such Certificates to the first available prepayment date in accordance with the provisions of the Trust Agreement.

(g) Alternatively, if the Net Proceeds of such insurance together with any other moneys then available for the purpose are at least sufficient to prepay an aggregate principal amount represented by Outstanding Certificates equal to the amount of Outstanding Certificates attributable to the portion or item of the Project so destroyed or damaged (determined by reference to the proportion which the acquisition cost of such portion or item of the Project bears to the acquisition, construction and installation cost of the entire Project), the Lessee may, at its option, elect not to repair, reconstruct or replace the damaged or destroyed or condemned portion or item of the Project and thereupon shall cause said proceeds to be used for the prepayment of Outstanding Certificates pursuant to the relevant provisions of the Trust Agreement.

ARTICLE XI

ASSIGNMENTS

Section 11.01. Assignments by Lessee.

Neither this Lease nor any interest of the Lessee herein shall, at any time after the date hereof, be mortgaged, pledged, assigned or transferred by the Lessee by voluntary act, except as specifically provided herein. The Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assignment, transfer or sublet which may be made. The Lessee shall not assign any Construction Contract or Acquisition Contract with respect to the Project or release any components of the Project without the consent of the Lessor.

Section 11.02. Assignments by Lessor.

(a) Except as provided below, the Lessor may not assign its rights, title and interest in this Lease or sell the Project without: (i) the prior written consent of an Authorized Lessee Representative and the Trustee and (ii) first obtaining an opinion of nationally recognized bond counsel to the effect that such assignment or sale will not affect the exclusion of the interest component of the Distributions from the gross income of the recipients thereof for federal income tax purposes. To enable the Trustee, together with the Lessor, to execute and deliver the Certificates for the purpose of financing the acquisition, construction and installation of the Project, the Lessor shall, on the Certificate Closing Date, enter into an Assignment Agreement assigning this Lease (except any notice, reimbursement and indemnification provisions hereof relating to the

Lessor) and irrevocably, absolutely and unconditionally assigning all of the Lessor's rights, title and interest in and to the Base Rentals, and all of the Lessor's right to receive Base Rentals, and all of the Lessor's security interest in the Available Funds to the Trustee to be applied pursuant to the Trust Agreement and the Assignment Agreement. In addition, said Assignment Agreement shall provide for the absolute and irrevocable grant, transfer, assignment and conveyance by the Lessor of:

(1) all rights, title and interests of the Lessor under the Ground Lease;

(2) all rights of the Lessor to occupy the Facility for the term of the Ground Lease;

(3) all rights, title and interests of the Lessor under this Lease, including without limitation the following:

(a) all of the Lessor's rights, title and interest in and to Additional Rentals, all of the Lessor's rights to receive Additional Rentals;

(b) all of the Lessor's rights, if any, to receive any other rents, profits, products, benefits and proceeds from the Project, including, without limitation, the proceeds of any title insurance policies;

(c) all of the Lessor's rights and powers to take any actions under or with respect to the Ground Lease, this Lease or the Project Documents, including, without limitation, any rights of the Lessor to:

(i) terminate this Lease and/or the Lessee's possessory rights under this Lease,

(ii) re-enter the Project and eject all parties in possession thereto, including without limitation the Lessee, from the Project,

(iii) use its best efforts to sell the Project or any portion thereof, including without limitation: (i) assign the Lessor's interests in the Project (including the Facility and Equipment) and/or the Lease, and (ii) re-let any of the Facility, the Equipment and/or the Lessor's leasehold interest in any of the Site to a new sublessee,

(iv) grant or withhold consents or approvals,

(v) require performance or other action,

(vi) negotiate and/or compromise claims,

(vii) assert, enforce or waive rights and/or benefits, and

(viii) terminate, cancel, modify, or amend the Ground Lease and/or this Lease;

(d) any of the Lessor's right of access to the Site provided in the Ground Lease or the Lease; and

(e) any and all other rights and remedies of the Lessor in the Ground Lease and this Lease (except any reimbursement and indemnification provisions of this Lease for the benefit of the Lessor); and

(4) all of the proceeds of the foregoing, including, without limitation, investments and investment income (except as excluded above).

The Lessee hereby consents to such assignment by the Lessor. Except as otherwise expressly provided herein or in the Trust Agreement or the Assignment Agreement, no Owner of any Certificate shall be bound or obligated to perform or see to the performance of any duty, covenant, condition or warranty (expressed or implied) made by the Lessor or required to observed or performed by the Lessor under any of the terms hereof. The Trustee shall not be bound or obligated to expend its own moneys to perform or see to the performance of any duty, covenant, condition or warranty (expressed or implied) made by the Lessor or required to be observed or performed by the Lessor under any of the terms hereof.

(b) Except as otherwise provided in the Lease or the Trust Agreement, the Lessor shall not assign any Construction Contract or Acquisition Contract with respect to the Project or release any components of the Project without the written consent of an Authorized Lessee Representative.

Section 11.03. Approval and Replacement of the Trustee.

The initial Trustee shall be selected by the Lessor, subject to the reasonable approval of the Lessee. After the Certificate Closing Date, the Trustee may be replaced with a successor from time to time pursuant to the Trust Agreement, so long as such successor entity is qualified to act as Trustee in accordance with the applicable provisions of the Trust Agreement. In any such event, the Trustee being replaced shall cooperate in executing any instruments of conveyance reasonably necessary to convey any and all right, title and interest of the Trustee in, to and under this Lease, the Assignment Agreement, the Ground Lease and the Trust Agreement to such successor entity.

Section 11.04. Subordination and Attornment.

(a) Except as otherwise specifically provided in Section 14.03, the Lessee's interest in the Project and its interest as the Lessee hereunder shall at all times be subject and subordinate to the lien of the Trust Agreement and to all the terms, conditions and provisions thereof, whether now existing or hereafter created and without the need for any further act or agreement by the Lessee; provided, however, that so long as the Lessee continues to perform all of its obligations under this Lease, this Lease shall remain in full force and effect notwithstanding such subordination or default by the Lessor in connection with said lien of the Trust Agreement and the Lessee shall not be disturbed by

the Lessor in its possession of the Project during the term of this Lease or in the enjoyment of its rights hereunder. The Lessee shall not subordinate its interests hereunder or in the Project to any other lien or encumbrance without the prior written consent of the Trustee. Any such unauthorized subordination by the Lessee shall be void and of no force or effect whatsoever.

(b) In the event of any sale, assignment, or transfer of the Lessor's interest under this Lease or in the Project, including any such disposition resulting from the Lessor's default under the said lien, the Lessee shall attorn to the Lessor's successor and shall recognize such successor as the Lessor under this Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon such successor's succeeding to the interest of the Lessor hereunder, and this Lease shall continue in accordance with its terms between the Lessee, as the Lessee, and such successor, as the Lessor.

Section 11.05. Prohibited Transfers Void.

Any assignment, transfer, or sublease of all or any part of this Lease or the Project made by the Lessee in contravention of the terms hereof or of the Trust Agreement or Assignment Agreement shall be null and void.

ARTICLE XII

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 12.01. Representations, Covenants, and Warranties of the Lessee.

The Lessee hereby represents, covenants, and warrants for the benefit of the Lessor and the Trustee as follows:

(a) The Lessee has the power and authority to enter into this Lease and to carry out its obligations hereunder. The Lessee has been duly authorized to execute and deliver this Lease, and agrees that it will do or cause to be done all things necessary and legally permissible to preserve and keep in full force and effect its existence.

(b) The execution of this Lease does not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, bond, note, declaration, agreement or other instrument to which the Lessee is a party or is otherwise subject.

(c) This Lease is the valid obligation of the Lessee, subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against the Lessee.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending with respect to which

service or written notice on the Lessee has been perfected or given, wherein any unfavorable decision, ruling or finding would materially adversely affect the Lessee's ability to enter into this Lease or carry out its obligations hereunder. All authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the Lessee in connection with the execution and delivery by the Lessee of this Lease or in connection with the carrying out by the Lessee of its obligations under this Lease have been obtained.

(e) None of the Government of Guam, the Lessee nor any employee of the Lessee has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Lease and the Trust Agreement.

(f) The payment of the Rentals hereunder or any portion thereof is not (i) secured by any interest in property used or to be used in a trade or business or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business, within the meaning of Section 141(a) of the Code.

(g) The entering into and performance of this Lease will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Project pursuant to, any Trust Agreement, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) All requirements have been met and procedures required of the Lessee have occurred necessary for the Lease to be the valid obligations of the Lessee, and the Lessee has complied or will comply with such public bidding requirements as may be applicable to this Lease and the construction by the Lessee (in its capacity as agent for the Lessor) of the Project.

(i) During the term hereof, the Project will be used by the Lessee, by other departments and agencies of the Lessee, or by other public bodies consistent with the permissible scope of the Lessee's or such other public bodies' authority for the purpose of performing one or more essential governmental or proprietary functions.

(j) The Lessee reasonably believes that moneys will be available for the payment of all Rentals payable from December 1, 2010 through December 1, 2040.

(k) The Project is essential to the proper, efficient and economic operation of the Lessee, and serves an essential governmental function of the Lessee.

(l) All necessary approvals have been obtained or shall be obtained by the Lessee to build the Facility on the Site.

(m) No hazardous substances regulated under federal, state, or local laws or regulations have been, are, or will be, utilized, discarded, dumped or stored at the Site. If the Lessee utilizes, disposes, dumps or stores hazardous substances at the Site, or permits another to do so or learns that another has done so, the Lessee will immediately notify the Trustee and the Lessor, will immediately notify the U.S. Environmental Protection Agency and/or the Guam Environmental Protection Agency as required by 42 U.S.C. § 9603 and Section 32119 of Title 10 of the Guam Code Annotated and will consult with an environmental engineer regarding the proper disposal or cleanup of such substances. The Lessee will also undertake and provide for the cleanup of any such substances in accordance with all applicable federal, state and local laws and regulations. The Lessee hereby acknowledges that all cleanup costs will be paid by the Lessee in accordance with Section 4.01(b) and (c).

(n) The Lessee shall comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers and with all reasonable rules, directions, requirements and recommendations of fire insurance rating organizations for the area in which the Project is situated, pertaining to the Project or the use and occupancy thereof. The Lessee shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Project which will contravene any policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability insurance.

(o) The Lessee will keep the Project and all parts thereof free from all claims, demands, encumbrances and other liens of whatever nature or character, and free from any claim or liability which might hinder the Lessee in utilizing the Project, as and to the extent provided in the Lease. The Lessee will promptly take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Project or any part thereof, whether now existing or hereafter developing.

(p) The Lessee shall at all times do and perform all acts and things permitted by law and the Lease and the Trust Agreement that are necessary or desirable in order to assure that interest represented by the Certificates will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excluded. Without limiting the generality of the foregoing, the Lessee specifically covenants under the Tax Certificate and the Trust Agreement to comply with the provisions and procedures of the Tax Certificate to be executed on the date of delivery of the Certificates. This covenant shall survive payment in full or defeasance of the Certificates.

Section 12.02. Representations, Covenants, and Warranties of the Lessor.

The Lessor, under current law and interpretations thereof, represents, covenants, and warrants for the benefit of the Lessee and the Trustee as follows:

(a) The Lessor has the power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. The Lessor has been duly authorized to execute and deliver this Lease, and agrees that it will cause to be

done all things necessary and legally permissible to preserve and keep in full force and effect its existence.

(b) The Lessor is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessor from entering into this Lease or performing any of its obligations hereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending with respect to which service or written notice on the Lessor has been perfected or given, wherein any unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessor is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the Lessor in connection with the execution and delivery by the Lessor of this Lease or in connection with the carrying out by the Lessor of its obligations under this Lease have been obtained.

(d) The Facility will be located on the Site. The Lessor has or will have a valid leasehold interest extending at least as long as the term of this Lease, subject to Permitted Encumbrances in the Site prior to the expenditure of Certificate proceeds on such Site. The Lessor and the Lessee understand and agree that the Lessor shall have all right, title and interest in and to the Project, subject to the Trust Agreement, and the annually renewable leasehold interest of the Lessee and its option to purchase the Project hereunder.

(e) The Lessor hereby represents and acknowledges that immediately upon execution and delivery of the Certificates, it will assign its rights under this Lease, including but not limited to the right to receive Rentals, to the Trustee for the benefit of the Owners of the Certificates pursuant to Section 4.05, and the Lessee hereby acknowledges and agrees to such assignment. The Lessor will not assign the Rentals, will not pledge any of its other rights hereunder and will not mortgage or encumber the Project except as is permitted under the terms of the Trust Agreement and the Assignment Agreement. All property and moneys received by the Lessor from the Lessee will, so long as no Event of Nonappropriation or Event of Default has occurred and is then continuing, be applied for the benefit of the Lessee, and all property and moneys received by the Lessor hereunder and under the Trust Agreement for any Owners of the Certificates will be applied for the benefit of such Owners.

(f) The Lessor has applied to the Guam Department of Revenue and Taxation for recognition as a nonprofit corporation pursuant to Sections 10101 *et seq.* of Title 18 of the Guam Code Annotated, and will take all necessary actions to maintain such recognition.

(g) The Lessor was created to serve as an instrumentality of the City under and pursuant to the City Ordinance in order to further public municipal purposes of the City and to further public purposes of the Lessee pursuant to the Interlocal Agreement.

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendments, Changes, and Modifications.

This lease may be amended in writing as may be mutually agreed by the Lessor and the Lessee, subject to any restrictions contained in the Trust Agreement and in the Guam Code Annotated.

ARTICLE XIV

TITLE AND OPTION TO PURCHASE PROJECT

Section 14.01. Vesting of Title.

(a) Title to all real property or interests therein, buildings, fixtures, equipment, and other personal property which is purchased or financed from moneys deposited in the Project Fund will be held in the name of the Lessor, subject to this Lease, the Trust Agreement and the Assignment Agreement; provided that the Lessor's interest in the Site will be held under and limited to the interest granted the Lessor pursuant to the Ground Lease.

(b) All of the Lessor's right, title and interest in the Project shall be transferred to the Lessee upon payment of all Base Rentals and all Additional Rentals for the term of the Lease as provided in Section 3.02(d) and under Section 14.02, if extended, all amounts due the Trustee, and $100 to the Lessor, representing the residual value of the Lessor in the Project.

Section 14.02. Extension.

In the event the Lessee is unable to pay any portion of the Rentals, or if additional funds are required to complete construction of the Facility, the Lessee may request an extension of this Lease pursuant to the terms of this Section 14.02. The Lessor shall have no legal, equitable, fiduciary or other obligation to grant such request. If the Lessor grants such request, the Lessor will provide such funding to the Lessee as it may determine. This Lease shall become extendable for additional Renewal Terms, with Base Rentals as set forth by the Lessor in order to recover such advances, allowance for the time value of money and further allowance for risk and costs of obtaining financing. Additional Rentals for such Renewal Terms shall be as provided hereunder or, after the execution and delivery of the Certificates, under the Maintenance Agreement. Pursuant to the Ground Lease, the term of the Ground Lease for the Site shall extend automatically for a term or terms identical to such Renewal Terms.

Section 14.03. Relative Position of Purchase Option and the Trust Agreement.

The option granted to the Lessee by Section 14.04 shall be and remain prior and superior to the Trust Agreement and may be exercised whether or not an Event of Nonappropriation or an Event of Default shall have occurred and be continuing hereunder; provided, however, that no such event will result in nonfulfillment of any condition to the right of the Lessee to obtain a conveyance of the Project by making the payments required hereunder.

Section 14.04. Option to Purchase Entire Project.

The Lessee shall have, and is hereby granted, an option to purchase the Project, but only if the Lessee purchases the entire Project in a single transaction. The option may be exercised on any date during the term of this Lease, commencing December 1, 2020, by providing the Lessor written notice of the exercise of the option at least sixty (60) days prior to the exercise date. The Purchase Price for the Project on any exercise date shall be the Principal Component amount set forth on Schedule II with respect to such exercise date, plus the related accrued but unpaid Interest Component to the date of such exercise. Upon the exercise date the Lessee shall deliver the Purchase Price to the Trustee. Any Base Rentals on deposit with the Trustee on the exercise date may be used for the purpose of payment of the Purchase Price.

Upon receipt by the Trustee of the Purchase Price and the payment by the Lessee of all amounts coming due hereunder prior to the exercise date, the Lessor's interest in the Project shall be transferred to the Lessee free and clear of any encumbrances on the Project arising under the Trust Agreement.

Section 14.05. Conveyance on Purchase.

The Lessor shall, upon receipt of the Purchase Price pursuant to Section 14.04, deliver to the Lessee the following:

(a) if at the time the Trust Agreement has not been satisfied in full, a release by the Trustee from the lien or security interest of the Trust Agreement and the Assignment Agreement in the property with respect to which such purchase is being consummated; and

(b) documents conveying to the Lessee, by reconveyance or quitclaim, good and marketable fee simple title in and to the property with respect to which such purchase is being consummated, as such property then exists, subject to any and all Permitted Encumbrances then on the property, other than the Trust Agreement and the Assignment Agreement.

ARTICLE XV

RIGHT OF ENTRY; LIENS; QUIET ENJOYMENT

Section 15.01. Right of Entry.

The Lessor and its designated representatives shall have the right to enter upon the Project during reasonable business hours (and in emergencies at all times): (a) to inspect the same, (b) for any purpose connected with the Lessor's rights or obligations under this Lease, or (c) for all other lawful purposes.

Section 15.02. Liens.

Except for payments made or required to be made under the Trust Agreement, the Lessee shall pay or cause to be paid, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment alleged to have been furnished in, upon or about the Project and which may be secured by any mechanics', materialmen's or other lien against the Project, or the Lessor's interest therein, and shall cause each such lien to be fully discharged and released; provided, however, that if the Lessee desires to contest any such lien, this may be done, and if such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, then and in any such event the Lessee shall forthwith pay and discharge said judgment.

Section 15.03. Covenant of Quiet Enjoyment.

So long as no Event of Default or Event of Nonappropriation shall exist, the parties hereto mutually covenant and agree that the Lessee, by keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, peaceably and quietly, have, hold and enjoy the Project.

ARTICLE XVI

EVENTS OF DEFAULT; REMEDIES

Section 16.01. Events of Default Defined.

Any of the following shall be an "Event of Default" under this Lease:

(a) Failure by the Lessee to pay any Base Rentals required to be paid under Section 4.01(a) on the due dates therefor; or

(b) Failure by the Lessee to pay any Additional Rentals during the term of this Lease for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall be received by the Lessee from the Trustee; or

(c) Failure by the Lessee to vacate the Project by the expiration of the Initial Term or Renewal Term during which an Event of Nonappropriation occurs; or

(d) Failure by the Lessee to observe and perform any covenant, condition or agreement herein on its part to be observed or performed, other than as referred to in Sections 16.01(a), 16.01(b), and 16.01(c), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Lessee by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected. Notwithstanding the foregoing, a breach of covenant contained in Section 12.01(o) shall not constitute an Event of Default; or

(e) The Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization or proceedings instituted by others for its reorganization shall not be dismissed within sixty (60) days after the institution thereof; or

(f) A receiver or liquidator of the Lessee or of any substantial portion of its property shall be appointed and the order appointing such receiver or liquidator shall not be vacated within sixty (60) days after the entry thereof.

The foregoing provisions of this Section 16.01 are subject to the following limitations: (i) the obligations of the Lessee to make payments of the Base Rentals and the Additional Rentals shall be subject to the provisions of Section 4.09 of this Lease with respect to an Event of Nonappropriation; and (ii) if, by reason of Force Majeure (as such term is hereinafter defined), the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations of the Lessee contained in Article IV, the Lessee shall not be deemed in default during the continuance of such inability. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreement. As used herein the term "Force Majeure" means, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions; partial or entire failure or unavailability of utilities; or any other cause or event not reasonably within the control of the Lessee.

Section 16.02. Remedies; Distribution of Funds Upon Termination of Lease Upon Default or Nonappropriation.

(a) Upon the occurrence and continuance of any Event of Default, the Lessor or, after the execution and delivery of the Certificates, the Trustee shall give notice to the Lessee to vacate the Project immediately and shall have the right, without any further demand or notice to the Lessee, to take any action at law or in equity deemed necessary or desirable to enforce its rights with respect to the Project. In addition, upon the occurrence and continuance of any Event of Default hereunder, the Trustee shall have the

right, without any further demand or notice to the Lessee, to terminate this Lease and/or the Lessee's possessory rights hereunder (with or without terminating this Lease except as to the Lessee), re-enter the Project and eject all parties in possession thereto (including without limitation the Lessee) therefrom, and use its best efforts to sell the Project or any portion thereof including without limitation to assign the Lessor's interests in the Project (including the Facility and Equipment) and/or this Lease, and re-let any of the Facility, the Equipment and/or the Lessor's leasehold interest in the Site to a new sublessee and to terminate, cancel, amend or modify the Ground Lease and/or this Lease, subject to the Trustee's giving preference to those buyers whose use or ownership would preserve the exclusion of the interest component of the Base Rentals from gross income for federal income tax purposes so long as such preferred reletting or sale is under the best terms and conditions for Certificate Owners.

(b) Upon the termination of the term of this Lease by reason of an Event of Nonappropriation, a taking of the entire Project by federal eminent domain or an Event of Default, all moneys then held in any fund or account under the Trust Agreement shall be held by the Trustee for the benefit of the holders of the Certificates. The Net Proceeds received on such reletting or sale and such other moneys shall be applied from time to time as in accordance with the applicable section of the Trust Agreement. In the event that such Net Proceeds and other moneys exceed the amount required to prepay the Certificates then outstanding at 100% of the principal amount thereof plus accrued interest to the prepayment date, the excess moneys, if any, following payment of all amounts due the Trustee, are to be paid to the Lessee to the extent and as provided in the Trust Agreement. The obligations of the Trustee with respect to the holders of the Certificates and the receipt and disbursement of funds shall be continuing until the lien of the Trust Agreement is discharged as provided in the Trust Agreement.

(c) The Trustee shall be entitled to sell the Project including without limitation the Facility or the Equipment or any portion thereof as provided herein and in the Assignment Agreement after the occurrence of an Event of Nonappropriation or an Event of Default; provided, however, that any such sale of the Project shall be subject to the Ground Lease as and to the extent then in force and effect.

Section 16.03. Surrender of Project.

Upon the occurrence and continuance of any Event of Default or Event of Nonappropriation as described in Section 4.09(b), the Lessee shall quit and surrender the Project to the Trustee in the same condition in which it existed at the time of the initial use and occupancy thereof by the Lessee, ordinary wear and tear excepted.

Section 16.04. Limitations on Remedies.

With the sole exception of the obligation of the Lessee to pay Base Rentals and Additional Rentals attributable to the Initial Term or any Renewal Term or portion thereof during which the Lessee shall actually use and occupy the Project, no judgment requiring the payment of money may be entered against the Lessee by reason of any Event of Default or an Event of Nonappropriation under this Lease. In the event the term of this Lease is terminated as a result

of an Event of Default, a taking of the entire Project by federal eminent domain or an Event of Nonappropriation, no deficiency judgment may be entered against the Lessee, except as otherwise expressly herein provided with respect to the Lessee's actual use and occupancy of the Project.

Section 16.05. Remedies Cumulative.

The rights and remedies given or reserved herein to the Lessor and the Trustee are and shall be deemed to be cumulative, and the exercise of any shall not be deemed to be an election excluding the exercise at any other time of a different or inconsistent right or remedy or the maintenance of any action either at law or in equity.

Section 16.06. Waiver.

The delay or failure of the Lessor or the Trustee at any time to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right, remedy, power or option herein granted or established by law, shall not be construed as an impairment of or a waiver or a relinquishment for the future of such covenant, right, remedy, power, or option, but the same shall continue and remain in full force and effect, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred unless otherwise agreed. The receipt and acceptance by the Lessor or the Trustee of any Rentals, in whole or in part with knowledge of the breach of any term, covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor and the Trustee.

Section 16.07. Curing the Lessee's Breach.

If the Lessee shall default in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under or by virtue of any of the terms of this Lease, the Trustee may (but shall not be obligated to do so) immediately, or at any time thereafter and without notice, and to the extent permitted by law, perform or cause to be performed the same for the account of the Lessee, and any sums paid or obligations incurred in connection therewith shall be deemed to be Additional Rentals hereunder and shall be paid, together with interest thereon at the Default Rate, by the Lessee to the Trustee for appropriate disbursement within fifteen (15) days of the rendering of any bill or statement to the Lessee therefor; provided, however, that nothing herein shall be construed to obligate the Lessee to pay any such Additional Rentals from any funds other than moneys legally available and appropriated for such purpose, including moneys on deposit in the Insurance and Maintenance Fund.

ARTICLE XVII

MISCELLANEOUS

Section 17.01. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and delivered personally and shall be sufficiently given and served upon the other party, if sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows, or transmitted by express courier delivery with delivery confirmation or by means of facsimile or electronic mail (in the case of an addressee whose facsimile number or electronic mail address is supplied) provided that receipt of the transmission is confirmed in writing (which confirmation may also be transmitted by electronic means) to the following address, or such other address as is designated by any party hereto by written notice to the other parties given pursuant to the provisions of this Section 17.01:

If to the Lessor:

CaPFA Capital Corp 2010A
99 Riverside Drive
Moore Haven, Florida 33471
Attention: President

With a copy to:
William L. Zvara, P.A.
4810 Arapahoe Avenue
Jacksonville, Florida 32210
wzvara@wlz.com

If to the Lessee:

The Honorable Felix P. Camacho
Governor of Guam
P.O. Box 2950
Hagatna, Guam 96932
Telephone: (671) 472-8931
Facsimile: (671) 477-4826

Department of Administration
P O Box 884
Hagatna, Guam 96932
Attention: Lourdes M. Perez, Director
Telephone: (671) 475-1250/1234

Department of Education
P.O. Box DE
Hagåtña, Guam 96932

Attention: Nerissa B. Underwood, Ph.D., Superintendent
Telephone: (671) 475-0462
Facsimile: (671) 472-5003

Guam Economic Development Authority
590 South Marine Corps Drive
ITC Building, Suite 511
Tamuning, Guam 96913
Attention: Tony Blaz, Administrator
Telephone: (671) 647-4332
Facsimile: (671) 649-4146

During the construction of the Project:
Department of Public Works
542 North Marine Drive
Tamuning, Guam 96913
Attention: Andy S. Leon Guerrero, Acting Director
Telephone: (671) 646-3131
Facsimile: (671) 649-6178

If to the Trustee:

To such address as is provided by the Trustee in the Trust Agreement.

Section 17.02. Governing Law.

This Lease is made in Guam under the Organic Act of Guam and laws of Guam and is to be so construed.

Section 17.03. The Lessee's Obligation to Operate.

The Lessee shall be obligated to use and operate the Project so as to afford to the public the benefits contemplated by this Lease and to permit the Lessor and the Trustee to carry out their respective covenants to the holders of the Certificates.

Section 17.04. Effective Date.

This Lease shall take effect on the date of its execution and delivery (the "Effective Date").

Section 17.05. Execution in Counterparts.

This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease, and it is also understood and agreed that separate counterparts of this Lease may be separately executed by the Lessor and the Lessee, all with the same full force and effect as though the same counterpart had been executed simultaneously by both the Lessor and the Lessee; provided, however, that for purposes of perfecting a security interest in this Lease by

the Trustee under Division 9 of the Guam Uniform Commercial Code, only the counterpart delivered, pledged, and assigned to the Trustee shall be deemed the original.

Section 17.06. Severability.

If any one or more of the terms, provisions, promises, covenants or conditions of this Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable (either independently or in the context of this Lease), void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease, and the application thereof to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 17.07. Successors and Assigns; Third Party Beneficiaries.

(a) This Lease and the covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

(b) This Lease is executed in part to induce the purchase by others of the Certificates, and for the further securing of the Certificates, and, accordingly, as long as any Certificates are outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the holders from time to time of the Certificates, but may be enforced by or on behalf of such holders only in accordance with the provisions of the Trust Agreement. This Lease shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a party) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto), except in each case the holders from time to time of the Certificates, the Trustee.

Section 17.08. Limitation of Warranty.

The Lessor makes no warranties except those warranties or representations expressly made by the Lessor in this Lease or other documents related to the execution and delivery of the Certificates. The Lessor makes no warranty, either express or implied, as to the Project or that the Project will be suitable for the purposes or needs of the Lessee.

Section 17.09. Captions and Headings.

The captions and headings used throughout this Lease are for convenience of reference only, and the words contained therein shall not be deemed to affect the meaning of any provision or the scope or intent of this Lease, nor in any way affect this Lease.

Section 17.10. "Net Lease."

This Lease shall be deemed and construed to be a "net lease," and the Lessee hereby agrees that the Rentals provided for herein shall be an absolute net return to the Lessor

free and clear of any expenses, charges, or setoffs whatsoever, except as otherwise specifically provided herein.

Section 17.11. Provision for Payment.

Any payment or prepayment by the Lessee shall be deemed made if sufficient direct obligations of the United States of America (verified by an opinion of a certified public accountant or firm thereof) shall have been deposited with the Trustee as provided in Article X of the Trust Agreement; provided, that notice of the exercise of the Lessee's right of prepayment shall have been duly given in case of any prepayment as provided in the Trust Agreement. Such obligations shall be sufficient only if they are not redeemable at the option of the Lessor prior to maturity and if they mature and bear interest at such times and in such amounts as will assure sufficient cash to pay such payment or prepayment when due without rendering the portion of any payment or prepayment hereunder which is allocable to interest includible in the gross income of the holders of Certificates for federal income tax purposes.

Section 17.12. Reporting Requirements.

The Lessee agrees to provide to the Lessor not more that ninety (90) days after the end of each Fiscal Year of the Lessee the information requested by the Lessor to make any annual reports required by Guam law or State of Florida law.

Section 17.13. Trustee and Lessor Indemnification.

To the extent permitted by law, the Lessee hereby agrees to protect, indemnify, pay and save the Trustee and, with respect to matters arising after the Certificate Closing Date, the Lessor harmless from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including reasonable attorneys' fees) that the Trustee or the Lessor may, other than as result of the negligence or willful misconduct of the Trustee or the Lessor, as the case may be, incur or be subject to as a consequence, direct or indirect, of: (i) the operation of the Project, (ii) the consummation of the transactions contemplated by this Lease, the Trust Agreement, the Assignment Agreement, the Project Documents and the Certificates, (iii) any breach by any party of any representation or warranty, covenant, term or condition in, or the occurrence of any default under this Lease, the Trust Agreement, or the Assignment Agreement, including the settlement or defense of any claims or liabilities arising as a result of any such breach or default, or (iv) the involvement in any legal suit, investigation, proceeding, inquiry or action as to which the Trustee is involved as a consequence, direct or indirect, of its holding or owning of any Certificate, the holding or owning of any Certificate by its nominee, or any other event or transaction contemplated by any of the foregoing. The Lessee further agrees to perform its obligations to indemnify the Trustee to the extent and as provided in the Trust Agreement.

Section 17.14. Lessee's Acknowledgment of Obligations under Trust Agreement.

The Lessee agrees to perform all of the obligations required of it by the Trust Agreement.

Section 17.15. No Liability of Directors, Members, Officers, Attorneys and Employees of Lessor.

No recourse shall be had for the enforcement of (a) any obligation, covenant, promise or agreement of the Lessor contained in this Lease, the Certificates, the Trust Agreement, the Project Documents or the Assignment Agreement, (b) any claim based hereon or thereon or (c) or otherwise in respect hereof, against any director, member, officer, attorney, or employee, as such, in his individual capacity, past, present or future, of the Lessor or any successor corporation whether by virtue of any constitutional provision, statute or rule or law, or by the enforcement of any assessment or penalty or otherwise; and no personal liability whatsoever shall attach to, or be incurred by, any director, member, officer, attorney or employee as such, past, present or future, of the Lessor or of any successor corporation, either directly or through the Lessor or any successor corporation, under or by reason of any of the obligations, covenants, promises or agreements of the Lessor, whether contained in this Lease, the Certificates, the Trust Agreement or the Assignment Agreement or to be implied herefrom or therefrom, as being supplemental hereto, and all personal liability of that character against very such director, member, officer, attorney and employee is, by the execution of this Lease, and the Trust Agreement and as a condition of, and as part of the consideration for, the execution thereof, expressly waived and released by the Lessee and the Lessor. The absence of liability of directors, members, officers, attorneys and employees of the Lessor under the provisions contained in this Section shall survive the termination of this Lease, the Certificates, the Trust Agreement the Assignment Agreement.

Section 17.16. Limitation of Lessor's Liability.

Any obligation of the Lessor created by, arising out of, or entered into in contemplation of this Lease, including the Certificates, shall not impose a debt or pecuniary liability upon the Lessor. Any such obligation shall be payable solely out of the revenues and any other moneys derived hereunder and under the Trust Agreement, except (as provided in the Trust Agreement and in this Lease) to the extent it shall be paid out of moneys attributable to the proceeds of the Certificates or the income from the temporary investment thereof.

The principal of, premium, if any, and interest on the Certificates shall be payable solely from the funds pledged for their payment in accordance with the Trust Agreement. No breach of such pledge, obligation or agreement may impose any pecuniary liability upon the Lessor or constitute a charge upon the general credit of the Lessor.

Neither the execution and delivery of the Certificates nor the delivery of this Lease shall directly, indirectly or contingently represent or constitute a debt or pledge of the faith and credit of the Lessor, or obligate the Lessor to levy any form of taxation or to make any appropriation therefore. Nothing in the Certificates, the Trust Agreement, this Lease or the proceedings of the Lessor authorizing the Certificates shall be construed to authorize the Lessor to create a recourse debt of the Lessor.

Section 17.17. Certain Rights of Lessor.

(1) Notwithstanding any other provision in this Lease, the Trust Agreement or any other instrument related to the execution and delivery of the Certificates, the Lessor shall not be required to take any action unless the cost of such action has been paid by the Lessee or otherwise satisfied. No provision of this Lease shall require the Lessor to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured.

(2) The Lessor may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Lessor hereunder in good faith and in reliance thereon.

Section 17.18. Continuing Disclosure.

The Lessee hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Lease, failure of the Lessee to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default under this Lease; however, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in outstanding Certificates, shall, upon being satisfactorily indemnified) or any Certificate holder or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Lessee to comply with its obligations under the Continuing Disclosure Undertaking. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representatives, has executed this Lease Agreement as of the date first above written.

THE LESSOR:

CAPFA CAPITAL CORP. 2010A

By: _____
John R. Ahern
President

By: _____
Maxine Brantley
Secretary

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

THE LESSEE:

DEPARTMENT OF EDUCATION,
GOVERNMENT OF GUAM

(SEAL)

By: _____
Nerissa B. Underwood, Ph.D.
Superintendent

APPROVED AS TO FORM
AND LEGALITY:

_____

Attorney General of Guam

By: _____
Felix Perez Camacho
Governor of Guam

EXHIBIT A

to

Lease Agreement between
CaPFA Capital Corp. 2010A and the Government of Guam,
dated as of August 1, 2010

Legal Description of Site

EXHIBIT B

to

Lease Agreement between
CaPFA Capital Corp. 2010A and the Government of Guam,
dated as of August 1, 2010

Description of Facility and Equipment

The Facility will be constructed on the Site and generally consist of a high school, as follows, including the following equipment:

[FINAL CONTRACT TECHNICAL SPECIFICATIONS, PROJECT NO. 700-5-1020-L-TAM, PREPARED BY THE GUAM DEPARTMENT OF PUBLIC WORKS, TO BE ATTACHED]

[ANY AMENDMENTS TO SUCH SPECIFICATIONS THAT HAS BEEN AGREED UPON BY LESSOR AND LESSEE TO BE ATTACHED]

SCHEDULE I

to

Lease Agreement between
CaPFA Capital Corp. 2010A and the Government of Guam,
dated as of August 1, 2010

Schedule of Principal and Interest Components of Base Rental Payments

Payment Date	Principal Component	Interest Component	Total Base Rental
12/1/2010		$1,078,197.92	$1,078,197.92
6/1/2011		2,180,625.00	2,180,625.00
12/1/2011	$385,000.00	2,180,625.00	2,565,625.00
6/1/2012	395,000.00	2,170,037.50	2,565,037.50
12/1/2012	415,000.00	2,159,175.00	2,574,175.00
6/1/2013	410,000.00	2,147,762.50	2,557,762.50
12/1/2013	435,000.00	2,136,487.50	2,571,487.50
6/1/2014	435,000.00	2,124,525.00	2,559,525.00
12/1/2014	455,000.00	2,112,562.50	2,567,562.50
6/1/2015	460,000.00	2,100,050.00	2,560,050.00
12/1/2015	980,000.00	2,087,400.00	3,067,400.00
6/1/2016	-	2,060,450.00	2,060,450.00
12/1/2016	510,000.00	2,060,450.00	2,570,450.00
6/1/2017	515,000.00	2,045,150.00	2,560,150.00
12/1/2017	540,000.00	2,029,700.00	2,569,700.00
6/1/2018	545,000.00	2,013,500.00	2,558,500.00
12/1/2018	580,000.00	1,997,150.00	2,577,150.00
6/1/2019	575,000.00	1,979,750.00	2,554,750.00
12/1/2019	615,000.00	1,962,500.00	2,577,500.00
6/1/2020	610,000.00	1,944,050.00	2,554,050.00
12/1/2020	1,315,000.00	1,925,750.00	3,240,750.00
6/1/2021	-	1,886,300.00	1,886,300.00
12/1/2021	685,000.00	1,886,300.00	2,571,300.00
6/1/2022	695,000.00	1,863,609.38	2,558,609.38
12/1/2022	740,000.00	1,840,587.50	2,580,587.50
6/1/2023	735,000.00	1,816,075.00	2,551,075.00
12/1/2023	785,000.00	1,791,728.13	2,576,728.13
6/1/2024	785,000.00	1,765,725.00	2,550,725.00
12/1/2024	835,000.00	1,739,721.88	2,574,721.88
6/1/2025	840,000.00	1,712,062.50	2,552,062.50
12/1/2025	890,000.00	1,684,237.50	2,574,237.50
6/1/2026	900,000.00	1,654,756.25	2,554,756.25
12/1/2026	955,000.00	1,624,943.75	2,579,943.75
6/1/2027	955,000.00	1,593,309.38	2,548,309.38

Payment Date	Principal Component	Interest Component	Total Base Rental
12/1/2027	$1,015,000.00	$1,561,675.00	$2,576,675.00
6/1/2028	1,025,000.00	1,528,053.13	2,553,053.13
12/1/2028	1,085,000.00	1,494,100.00	2,579,100.00
6/1/2029	1,090,000.00	1,458,159.38	2,548,159.38
12/1/2029	1,165,000.00	1,422,053.13	2,587,053.13
6/1/2030	1,160,000.00	1,383,462.50	2,543,462.50
12/1/2030	2,520,000.00	1,345,037.50	3,865,037.50
6/1/2031	-	1,261,562.50	1,261,562.50
12/1/2031	1,325,000.00	1,261,562.50	2,586,562.50
6/1/2032	1,325,000.00	1,216,015.63	2,541,015.63
12/1/2032	1,415,000.00	1,170,468.75	2,585,468.75
6/1/2033	1,420,000.00	1,121,828.13	2,541,828.13
12/1/2033	1,515,000.00	1,073,015.63	2,588,015.63
6/1/2034	1,520,000.00	1,020,937.50	2,540,937.50
12/1/2034	1,620,000.00	968,687.50	2,588,687.50
6/1/2035	1,625,000.00	913,000.00	2,538,000.00
12/1/2035	1,735,000.00	857,140.63	2,592,140.63
6/1/2036	1,740,000.00	797,500.00	2,537,500.00
12/1/2036	1,855,000.00	737,687.50	2,592,687.50
6/1/2037	1,860,000.00	673,921.88	2,533,921.88
12/1/2037	1,985,000.00	609,984.38	2,594,984.38
6/1/2038	1,990,000.00	541,750.00	2,531,750.00
12/1/2038	2,125,000.00	473,343.75	2,598,343.75
6/1/2039	2,130,000.00	400,296.88	2,530,296.88
12/1/2039	2,280,000.00	327,078.13	2,607,078.13
6/1/2040	2,275,000.00	248,703.13	2,523,703.13
12/1/2040	4,960,000.00	170,500.00	5,130,500.00
	$65,735,000.00	$91,392,779.25	$157,127,779.25

SCHEDULE II

to

Lease Agreement between
CaPFA Capital Corp. 2010A and the Government of Guam,
dated as of August 1, 2010

Exercise Prices for Purchase Option

Exercise Date	Principal Component of Exercise Price
12/1/2020	$ 56,875,000.00
12/2/2020 – 6/1/2021	55,560,000.00
6/2/2021 – 12/1/2022	55,560,000.00
12/2/2022 – 6/1/2022	54,875,000.00
6/2/2022 – 12/1/2023	54,180,000.00
12/2/2023 – 6/1/2023	53,440,000.00
6/2/2023 – 12/1/2024	52,705,000.00
12/2/2024 – 6/1/2024	51,920,000.00
6/2/2024 – 12/1/2025	51,135,000.00
12/2/2025 – 6/1/2025	50,300,000.00
6/2/2025 – 12/1/2026	49,460,000.00
12/2/2026 – 6/1/2026	48,570,000.00
6/2/2026 – 12/1/2027	47,670,000.00
12/2/2027 – 6/1/2027	46,715,000.00
6/2/2027 – 12/1/2028	45,760,000.00
12/2/2028 – 6/1/2028	44,745,000.00
6/2/2028 – 12/1/2029	43,720,000.00
12/2/2029 – 6/1/2029	42,635,000.00
6/2/2029 – 12/1/2030	41,545,000.00
12/2/2030 – 6/1/2030	40,380,000.00
6/2/2030 – 12/1/2031	39,220,000.00
12/2/2031 – 6/1/2031	36,700,000.00
6/2/2031 – 12/1/2032	36,700,000.00
12/2/2032 – 6/1/2032	35,375,000.00
6/2/2032 – 12/1/2033	34,050,000.00
12/2/2033 – 6/1/2033	32,635,000.00
6/2/2033 – 12/1/2034	31,215,000.00
12/2/2034 – 6/1/2034	29,700,000.00
6/2/2034 – 12/1/2035	28,180,000.00
12/2/2035 – 6/1/2035	26,560,000.00
6/2/2035 – 12/1/2036	24,935,000.00
12/2/2036 – 6/1/2036	23,200,000.00
6/2/2036 – 12/1/2037	21,460,000.00
12/2/2037 – 6/1/2037	19,605,000.00
6/2/2037 – 12/1/2038	17,745,000.00
12/2/2038 – 6/1/2038	15,760,000.00

Exercise Date	Principal Component of Exercise Price
6/2/2038 – 12/1/2039	13,770,000.00
12/2/2039 – 6/1/2039	11,645,000.00
6/2/2039 – 12/1/2040	9,515,000.00
12/2/2040 – 6/1/2040	7,235,000.00
6/2/2040 – 12/1/2040	4,960,000.00

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: _____
John R. Ahern
President

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

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: NB Underwood

Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

Attorney General of Guam

By: _____

Michael W. Cruz
Acting Governor of Guam

(SEAL)

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

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: _____
Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By: _____
Felix Perez Camacho
Governor of Guam

(SEAL)

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

MAINTENANCE CONTRACTOR:

INTERNATIONAL BRIDGE CORPORATION

By: _____

Name: MIGUEL C. BORDALLO

Title: VICE PRESIDENT

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

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as trustee for the Certificates

By: _____
Authorized Officer

EXHIBIT A

to

Insurance and Maintenance Agreement
dated as of August 1, 2010
by and among
CaPFA Capital Corp. 2010A, Lessor,
Department of Education, Government of Guam, Lessee,
International Bridge Corporation, Maintenance Contractor
and
U.S. Bank National Association, Trustee

Work Scope

	30 Year Maintenance Program Final as of Sep 2, 2010		Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
1	**Paving**			
1.1	Asphalt - repair/seal of cracks	As required (per budget)	x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required (per budget)	x	
2	**Structural**			
2.1	Structural Damage Assessments	Seismic events	x	
2.2	Foundation Repairs	As required	x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required	x	
2.4	Replacement of Structural Elements	As required	x	
2.5	Upgrading of Structural Elements	As required	x	
3	**Wall Systems**			
3.1	Doors including hardware	As required		x
3.2	Window Assemblies (including Aluminum Sash)	As required	x	x
3.3	Indoor Gym Bleachers that pull out from wall	n/a		
3.4	Restroom Partitions (attached to wall)	n/a		
4	**Floor Covering**			
4.1	Carpeting	Daily		
4.2	Resilient Tile Flooring	Daily / Weekly		
4.3	Sports Flooring	Daily / weekly		

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
5	**Painting**			
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years	x	x
5.2	Touch-up painting of walls	Monthly		
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years	x	x
6	**Roofing**			
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years	x	x
6.2	Flashings, Gutters, and Downspouts	As required (per budget)	x	
6.3	Ceiling Tiles	As required (per budget)	x	
7	**Electrical**			
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required (per budget)	x	
7.2	Panels and Boards	As required (per budget)	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		
7.4	Main Power Distribution System	As required (per budget)	x	
7.5	Interior and Exterior Power Distribution Systems	As required (per budget)	x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Florescent Lighting and Fixtures	Monthly		
7.7	Equipment Connections	As required (per budget)	x	
7.8	Conduits, Conductors and Cables	As required (per budget)	x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		
8	**Plumbing**			
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required (per budget)	x	
8.2	Underground Water Distribution Systems	As required (per budget)	x	
8.3	Sewer piping, manholes within boundaries	As required (per budget)	x	
8.4	Interior Water Supply	As required (per budget)	x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr	x	x
9	**Air Conditioning/Ventilation/Heating**			
9.1	Air Conditioning Systems			

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
9.1.1	1.a Central Systems	wk, mo, qrtr, 5-yr		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr		x
9.2	2. Ventilation Systems			
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	As required (per budget)	x	x
10	**Fire Protection System**			
10.1	Testing and Certifying of Fire Protection System	Annually		
10.2	Maintenance of Fire Protection Riser and System	As required (per budget)	x	
10.3	Maintenance of Fire Alarm System	see Section 7		
10.4	Recharge and Replacement of Fire Extinguishers	As requested (per budget)	x	
11	**Telecom and Internet**			
11.1	Security and Closed TV Circuits	As required (per budget)	x	
11.2	Telecommunication Conduits / wiring	As required (per budget)	x	
11.3	Public Address	As required (per budget)	x	
12	**Landscaping and Lawns - Equipment Only; Operation by others**			
12.1	Grass Cutting (Riding Mowers: 2 each; Bush-Cutters: 6 each)	Equipment only		x
12.2	Walkway edging (Edgers: 4 each)	Equipment only		x
12.3	Tree Trimming / Hedging (Chain saws: 2 each; Hedgers: 4 each)	Equipment only		x
13	**Custodial and Waste Collection**			
13.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily		
13.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily		
13.3	Waste removal by commercial hauler	2 x weekly		
13.4	Floor polishing / waxing / sealing	Quarterly		
13.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces)	Daily		
13.6	Restroom flushing and rinsing	Weekly		
13.7	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly		

EXHIBIT B

Procedures for Settling Disputes

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

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

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

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

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

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

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

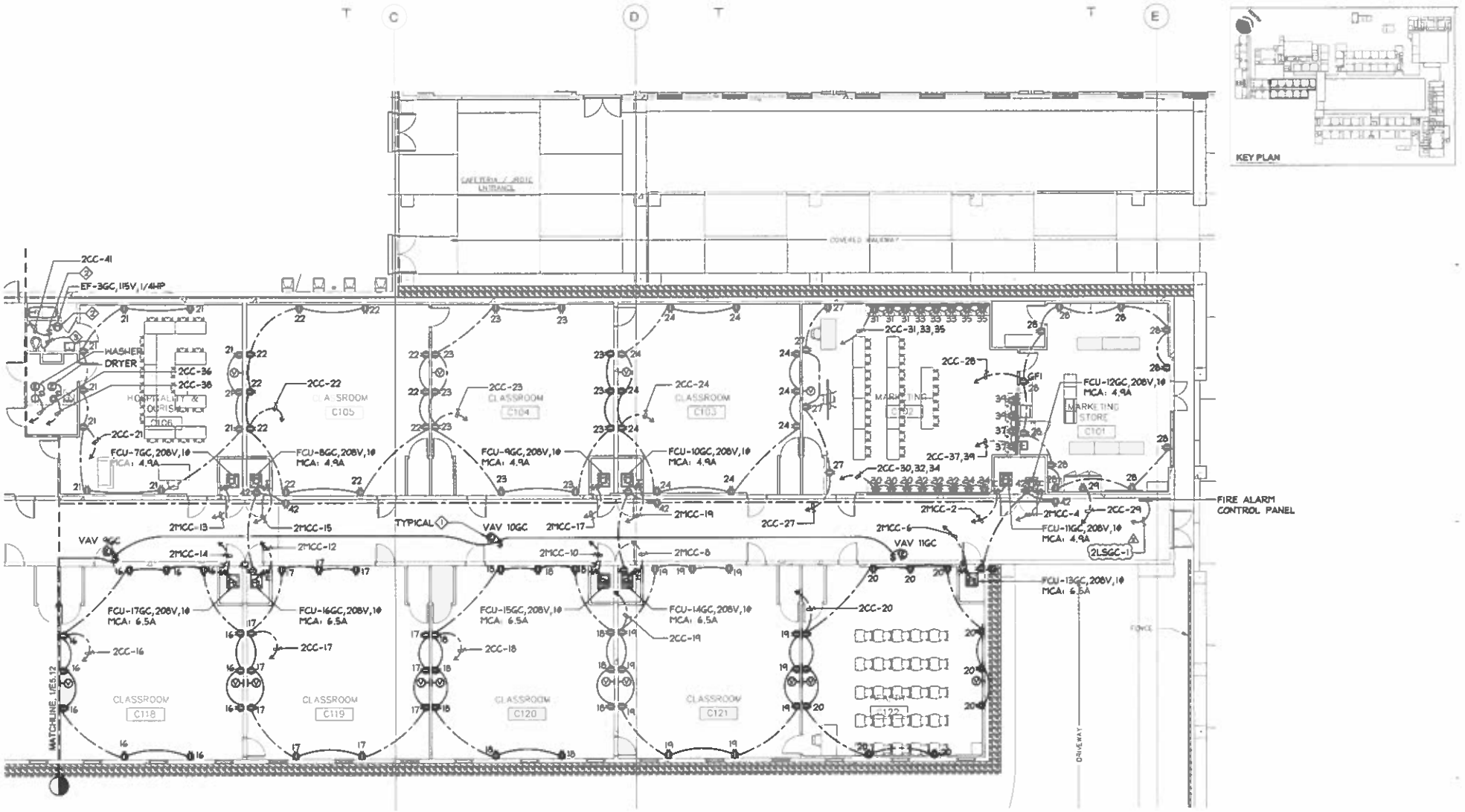
End of Exhibit

EXHIBIT C

Budget for Initial Term of Lease

Management Fee	$	70,000
Insurance Premiums		161,000
Initial Maintenance Costs		20,000
TOTAL	$	251,000

E5.11 Drawing


KEY PLAN
T
C
D
T
T
E
CAFETERIA / ARTIC ENTRANCE
COVERED WALKWAY
2CC-41
EF-3GC, 115V, 1/4HP
WASHER
DRYER
2CC-36
2CC-38
HOSPITALITY & TOURISM
C106
2CC-21
CLASSROOM
C105
2CC-22
2CC-23
CLASSROOM
C104
2CC-24
CLASSROOM
C103
2CC-31,33,35
2CC-28
GFI
MARKETING
C102
MARKETING STORE
C101
2CC-37,39
2CC-30,32,34
FCU-7GC, 208V, 1Ø
MCA: 4.9A
FCU-8GC, 208V, 1Ø
MCA: 4.9A
FCU-9GC, 208V, 1Ø
MCA: 4.9A
FCU-10GC, 208V, 1Ø
MCA: 4.9A
FCU-12GC, 208V, 1Ø
MCA: 4.9A
FCU-11GC, 208V, 1Ø
MCA: 4.9A
2MCC-2
2MCC-4
2CC-29
2LSGC-1
FIRE ALARM CONTROL PANEL
2MCC-13
2MCC-15
TYPICAL
VAV 10GC
2MCC-17
2MCC-19
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2MCC-14
2MCC-12
2MCC-10
2MCC-8
FCU-13GC, 208V, 1Ø
MCA: 6.5A
FCU-17GC, 208V, 1Ø
MCA: 6.5A
FCU-16GC, 208V, 1Ø
MCA: 6.5A
FCU-15GC, 208V, 1Ø
MCA: 6.5A
FCU-14GC, 208V, 1Ø
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SSFM International

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.

SSFM International

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.

SSFM International

- **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
Draft Addendum I Verbiage for Distribution for John Calanayan (DPW)	Leila Ludwig (SSFM)	250430
Addendum I Email Distribution to Proposers	John Calanayan (DPW)	250430
Memo to Evaluation Committee Members: Timeline	Leila Ludwig (SSFM)	250519
Memo to Subject Matter Experts: Responsibilities and Timeline	Leila Ludwig (SSFM)	250519
Reserve GEDA Conference Room for presentation and interviews	Leila Ludwig (SSFM)	250430
Logistics preparation for Proposers Interviews and Self Evaluation for ECMs	Leila Ludwig (SSFM)	250527

May 6, 2025

Prepared & submitted by:

SSFM International, INC.

Leila Ludwig

Project Coordinator

SSFM International

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

LOCATION: **DPW Directors Office**

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

TIME: **Start: 0905** **End: 1030**

ATTENDEES:

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Benny San Nicolas	BSN
DPW	John Calanayan	JC
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

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

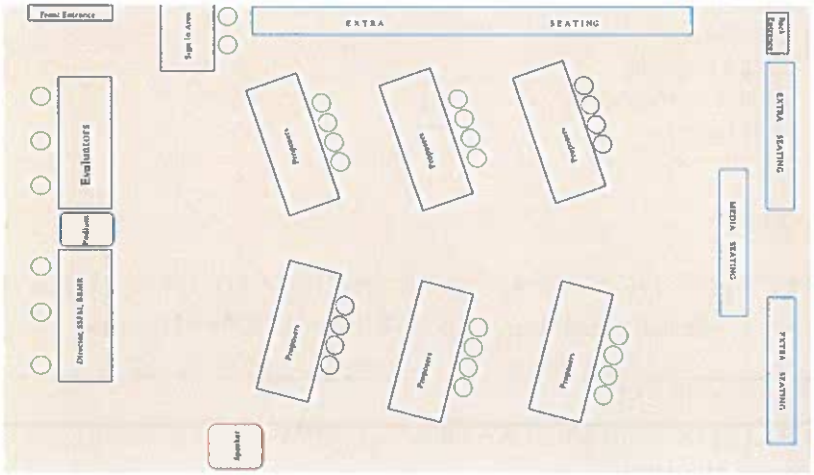
- **Edits made: Date change**
- **Review of Agenda and finalization of speaker(s)**

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

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

SSFM International

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

LOCATION: **DPW Directors Office**

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

TIME: **Start: 0905** **End: 1030**

ATTENDEES:

Organization	Name	Initials
DPW	Vince Arriola	VA
DPW	Benny San Nicolas	BSN
DPW	John Calanayan	JC
SSFM	Joe Duenas	JD
SSFM	Gerard Bautista	GB
SSFM	Glenn Leon Guerrero	GLG
SSFM	Leila Ludwig	LL

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**
  - **Date: Tuesday, May 27**
  - **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 3rd, 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 4th-5th** - Interview All. Turn in Score sheet after.
   - **Upon completion of the interviews the evaluators would turn in their score sheet to DPW**

SSFM International

III. NEW BUSINESS

A. RFIs

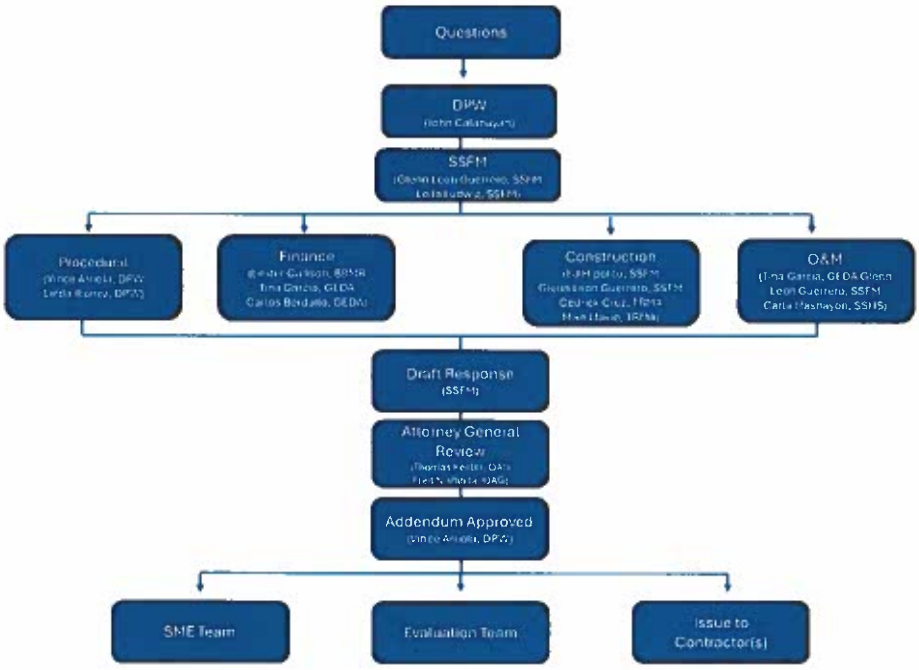
GLG led RFI Process. RFP Questions will be sent to JC, he is DPW's Sole POC for this project. All official questions must be sent to the JC, DPW Sole POC and all responses will officially be sent by JC. Questions officially logged by DPW's POC and forwarded to DPW's Construction Manager -SSFM. Timeline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

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

SSFM International

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:**
  - **Photos**
  - **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
- **Friday, May 30, - Monday, 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

SSFM International

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

SSFM International

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

LOCATION: **DPW Directors Office**

DATE: **Monday, April 21, 2025**

TIME: **Start: 1500** **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
Monday, April 21, 2025, 1500
BBMR

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 30th 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
Term Sheet, JFK Lease Back Agreement & O&M Contracts	Tina Garcia (GEDA)	250423
Final Financial RFI Response Edits	Joe Duenas (SSFM)	250423

April 15, 2025

Prepared & submitted by:

SSFM International, INC.

Leila Ludwig

Project Coordinator

SSFM International

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

BBMR / GEDA Draft RFI

No.	Date	Company	Proposer	Questions	Response Date	Response by	Response
27	250418	Core Tech Intl	Jemar Legaspi	I 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) B No It is included C It will be available subject to negotiations 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	TG to send answers on 4/25
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	TG to send answers on 4/25
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)(iii)) 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)(u)) and Article X, Redemption fund and Trust Agreement mentioned in this RFP.		GEDA/SSFM	TG to send answers on 4/25
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
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 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.

SSFM International

DOCUMENT: **DPW Weekly Wednesday Meeting**

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.**

SSFM International

- **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

SSFM International

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

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SSFM International

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

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

April 25, 2025

NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DEMOLTION, 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. 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 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. *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: **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 syste3m 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 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.*
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 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.**

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

Memo for Roberts Fowler & Visosky LLP to inspect SSHS Procurement File

Linda Ibanez <linda.ibanez@dpw.guam.gov> Mon, Jun 16, 2025 at 5:23 PM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>
Cc: Tom Keeler <tkeeler@oagguam.org>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Hi Tom,

Thank you for taking my call today,

"The Simon Sanchez RFP specifies that the procurement register or file may be reviewed by other proposers after the evaluation of proposals has been completed. At that point, they are permitted to inspect the procurement file excluding the actual proposal submissions from any competing offerors under 5GCA 58D104."

Under Guam procurement law and standard procurement procedures:
The evaluation of proposals starts after the bids or proposals are opened.
Prior to opening, proposals remain confidential eo ensure fairness and prevent undue influence.
5 GCA 58D104 states that public inspection of procurement records is allowed only after evaluation and award recommendation is completed with exceptions for protected information like proprietary data or trade secrets.

In this case, because the sealed proposals have not bee opened, the evaluation has not started, and therefore the procurement file should not yet be open for review by other offerors or their legal counsel except for non confidential documents permissible under the law, such as public notices or general correspondence.

Please advise if we are correct and if you can help draft a response or clarification based on this.

Thank you for your help. I appreciate it.

On Mon, Jun 16, 2025 at 3:05 PM Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov> wrote:

> Hafa Adai Mr. Keeler,
>
> Atty. Fowler is currently in our office, and we are seeking your guidance on the attached document. Please review it at your earliest convenience.

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.

SSFM International

SSHS Internal Pre-Negotiations Minutes
Tuesday, June 17, 2025, 0900
DOA Conference Room (2nd Floor), ITC Building

Attendees:			
Dr. Erik Swanson	GDOE	Ed Hipolito - virtual	SSFM
Vince Arriola	DPW	Glenn Leon Guerrero	SSFM
Linda Ibanez	DPW	Joseph Duenas	SSFM
Carla Masnayon	GDOE-SSHS	Gerard Bautista	SSFM
Carlos Bordallo	GEDA	Connie Garrido - virtual	SSFM
Tina Garcia	GEDA	Alvin Bejosa - virtual	SSFM
John San Nicolas	GEDA	Leila Ludwig	SSFM
Angelene Rios	GEDA	Thuy Nguyen	SSFM
Edward Birn	DOA	Lester Carlson - virtual	BBMR

I. CALL TO ORDER at 9:08 AM by Vince Arriola

II. UNFINISHED BUSINESS
- A. Non-Negotiables
  - i. Discussion was held on what the non-negotiables were and to emphasize a united front. Non-Negotiables were - to build a new campus capable of educating a 2,000-student population and remain within the Mahat Act as depicted in the 730-5-1059-L-YIG RFP.
  - i. Cost ceilings, other scope reduction items were also discussed and deemed pre-mature.
  - ii. DOA will vet the insurance requirements.
- B. Status of Legal Counsel and Contract
  - i. A legal counsel will be needed to draft contract the construction, Leaseback and Insurance and Maintenance Agreement. Attorneys for DPW and GDOE will need to review these documents prior to submitting to Core Tech Int'l.

III. NEW BUSINESS
- A. Meeting with Core Tech
  - i. Negotiation Team Makeup
    1. Vince Arriola (DPW), Linda Ibanez (DPW), John Calanayan (DPW), Erik Swanson (GDOE) will meet with Core Tech Int'l on Friday June 20th to begin negotiations.
  - ii. The Agenda will include:
    1. Opening CTI's Sealed Term Sheets
    2. Layout Negotiation Process and Anticipated Timelines
    3. Open Discussion

SSFM International

IV. ACTION ITEMS

A. DOA will vet insurance requirements for SSHS
   i. SSFM/ DPW will get insurance quotes
B. JD (SSFM) will draft letter from DPW to GEDA requesting assistance from their attorney on the development of contract,
   i. Contract to include lease, construction, and O&M

V. COMMENTS:

A. GPS' Attorney Kevin Fowler sent a letter to DPW requesting to see the procurement file. Although the file is available, DPW will have AG Tom Keeler will respond to this request.

VI. NEXT MEETINGS

A. Negotiation Meeting between DPW, GDOE and CTI will begin on June 20 @4 PM at the Director Arriola's office. SSHS Team will consist of Director Arriola, Deputy Director Ibanez, Engineering Supervisor Calanayan and Superintendent Swanson.

VII. ADJOURN

Meeting was adjourned at 9:36 AM by Vince Arriola.

Edit and review by:

Glenn Leon Guerrero
Senior Project Manager

SSFM International

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SSFM International

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    2. Layout Negotiation Process and Anticipated Timelines
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Gmail

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

(ACTION REQUIRED) 250617 DPW LETTER TO GEDA RE CONTRACT

Joseph W Duenas <jduenas@ssfm.com> Tue, Jun 17, 2025 at 10:58 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Tina Garcia <cgarcia@investguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director,

As requested in our meeting this morning, attached you will find a letter from yourself to the Tina Garcia requesting assistance in drafting the P3 contracts.

We assume you will be making revisions before sending the final to Tina.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

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250617 DPW LETTER TO GEDA RE CONTRACT .docx
121K

Gmail

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

(ACTION REQUIRED) 250617 DPW LETTER TO GEDA RE CONTRACT

3 messages

Joseph W Duenas <jduenas@ssfm.com> Tue, Jun 17, 2025 at 10:58 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Tina Garcia <cgarcia@investguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

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121K

Donna Herrero <donna.herrero@dpw.guam.gov> Wed, Jun 18, 2025 at 10:44 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>

Good morning Mr. Duenas,

Please find the signed document for your records. I will go ahead and send Ms Tina an email with the letter.

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

[Quoted text hidden]

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32K

Joseph W Duenas <jduenas@ssfm.com> Wed, Jun 18, 2025 at 10:45 AM
To: Donna Herrero <donna.herrero@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>

Thank you, Donna!

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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From: Donna Herrero <donna.herrero@dpw.guam.gov>
Sent: Wednesday, June 18, 2025 10:45 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Valarie San

Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>; Glenn Leon Guerrero <gguerrero@ssfm.com>; John Calanayan <john.calanayan@dpw.guam.gov>
Subject: Re: (ACTION REQUIRED) 250617 DPW LETTER TO GEDA RE CONTRACT

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

[Quoted text hidden]

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

June 17, 2025

MEMORANDUM

TO: Christina Garcia, Acting CEO/ Administrator
Guam Economic Development Authority

FR: Vincent Arriola, Director
Department of Public Works

SUBJECT: DRAFT P3 CONTRACT FOR NEGOTATIONS
NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG;

Dear Ms. Garcia,

The Government of Guam has selected the highest ranked Proposer for the above subject project and will be entering into the negotiations phase. The P3 contract/s is complex in nature and will require three components that consistent with previous P3 development projects- financing, construction, and operations & maintenance.

With GEDA's past experience in the contracting of P3 schools and in an effort to move the process forward efficiently, we are requesting the assistance of GEDA and its legal counsel to draft these contracts on behalf of the Government of Guam: 1) Finance, 2) Construction, 3) Operations & Maintenance.

Due to the time sensitive nature and importance of this project to our community, we are requesting a draft contract for government review(DPW, GDOE, DOA, BBMR, etc.) on or before Wednesday June 25th. This will allow us to do an internal review before presenting it to the Developer for negotiations later next week.

Thank you in advance for your assistance with this important matter.

Sincerely,

VINCENT P. ARRIOLA
Director

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

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

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

public works
DIPATTAMENTON CHE'CHO' PUPULEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

June 17, 2025

MEMORANDUM

TO: Christina Garcia, Acting CEO/ Administrator
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FR: Vincent Arriola, Director
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Due to the time sensitive nature and importance of this project to our community, we are requesting a draft contract for government review(DPW, GDOE, DOA, BBMR, etc.) on or before Wednesday June 25th. This will allow us to do an internal review before presenting it to the Developer for negotiations later next week.

Thank you in advance for your assistance with this important matter.

Sincerely,

VINCENT P. ARRIOLA
Director

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

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

June 17, 2025

MEMORANDUM

TO: Christina Garcia, Acting CEO/ Administrator
Guam Economic Development Authority

FR: Vincent Arriola, Director
Department of Public Works

SUBJECT: DRAFT P3 CONTRACT FOR NEGOTATIONS
NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG;

Dear Ms. Garcia,

The Government of Guam has selected the highest ranked Proposer for the above subject project and will be entering into the negotiations phase. The P3 contract/s is complex in nature and will require three components that consistent with previous P3 development projects- financing, construction, and operations & maintenance.

With GEDA's past experience in the contracting of P3 schools and in an effort to move the process forward efficiently, we are requesting the assistance of GEDA and its legal counsel to draft these contracts on behalf of the Government of Guam: 1) Finance, 2) Construction, 3) Operations & Maintenance.

Due to the time sensitive nature and importance of this project to our community, we are requesting a draft contract for government review(DPW, GDOE, DOA, BBMR, etc.) on or before Wednesday June 25th. This will allow us to do an internal review before presenting it to the Developer for negotiations later next week.

Thank you in advance for your assistance with this important matter.

Sincerely,

VINCE P. ARRIOLA
Director

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

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

Re: Memo for Roberts Fowler & Visosky LLP to inspect SSHS Procurement File

Linda Ibanez <linda.ibanez@dpw.guam.gov> Tue, Jun 17, 2025 at 4:26 PM
To: Tom Keeler <tkeeler@oagguam.org>, Donna Herrero <donna.herrero@dpw.guam.gov>
Cc: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Thank you!

Donna please prepare letter for directors signature.

On Tue, Jun 17, 2025 at 4:23 PM Tom Keeler <tkeeler@oagguam.org> wrote:

Private and Confidential

Linda,

I am researching this matter. For now, I recommend writing Mr. Fowler acknowledging receipt of his letter and advising that it has been referred to the Attorney General's office for guidance. You can also advise him that DPW expects to get back to him by week's end.

Please bcc me on the department's response.

Thanks, please contact me if you have any questions. I'll get back to you shortly.

Regards,

Tom

Thomas P. Keeler
Assistant Attorney General
Cell: 488-3232

On Mon, Jun 16, 2025 at 5:23 PM Linda Ibanez <linda.ibanez@dpw.guam.gov> wrote:

Hi Tom,

Thank you for taking my call today,

"The Simon Sanchez RFP specifies that the procurement register or file may be reviewed by other proposers after the evaluation of proposals has been completed. At that point, they are permitted to inspect the procurement file excluding the actual proposal submissions from any competing offerors under 5GCA 58D104."

Under Guam procurement law and standard procurement procedures:
The evaluation of proposals starts after the bids or proposals are opened.
Prior to opening, proposals remain confidential eo ensure fairness and prevent undue influence.
5 GCA 58D104 states that public inspection of procurement records is allowed only after evaluation and award recommendation is completed with exceptions for protected information like proprietary data or trade secrets.

In this case, because the sealed proposals have not bee opened, the evaluation has not started, and therefore the procurement file should not yet be open for review by other offerors or their legal counsel except for non confidential documents permissible under the law, such as public notices or general correspondence.

Please advise if we are correct and if you can help draft a response or clarification based on this.

Thank you for your help. I appreciate it.

On Mon, Jun 16, 2025 at 3:05 PM Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov> wrote:

> Hafa Adai Mr. Keeler,
>
> Atty. Fowler is currently in our office, and we are seeking your guidance on the attached document. Please review it at your earliest convenience.

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."

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

17 JUN 2025

Attorney Kevin J. Fowler
Roberts Fowler & Visosky LLP
Attorneys at Law
865 South Marine Corps Drive
Suite 201
Tamuning, Guam 96913

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

Attorney Fowler,

We are in receipt of your request of your letter and the matter has been referred to the Attorney General's Office for guidance. We hope to get back to you in regards to your request by the end of this week.

Should you have any questions please feel free to contact me at 671-646-3131

Vincent. P. Arriola,
Director

Cc: Linda J. Ibanez, Deputy Director
John Calanayan, Engineer Supervisor

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
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Deputy Director
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17 JUN 2025

Attorney Kevin J. Fowler
Roberts Fowler & Visosky LLP
Attorneys at Law
865 South Marine Corps Drive
Suite 201
Tamuning, Guam 96913

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

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Vincent. P. Arriola,
Director

Gmail

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

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

Vince Arriola <vince.arriola@dpw.guam.gov> Tue, Jun 17, 2025 at 5:57 PM
To: "fowler@guamlawoffice.com" <fowler@guamlawoffice.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>
Bcc: Tom Keeler <tkeeler@oagguam.org>

Good afternoon Attorney Fowler,

Please find the attached document in regards to your letter submitted to our office on June 16, 2025. A hard copy will be dropped off to your office tomorrow, June 18, 2025. Please acknowledge receipt of this email and attachment.

Thank you,

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

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23K

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

June 17, 2025

MEMORANDUM

TO: Christina Garcia, Acting CEO/ Administrator
Guam Economic Development Authority

FR: Vincent Arriola, Director
Department of Public Works

SUBJECT: DRAFT P3 CONTRACT FOR NEGOTATIONS
NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG;

Dear Ms. Garcia,

The Government of Guam has selected the highest ranked Proposer for the above subject project and will be entering into the negotiations phase. The P3 contract/s is complex in nature and will require three components that consistent with previous P3 development projects- financing, construction, and operations & maintenance.

With GEDA's past experience in the contracting of P3 schools and in an effort to move the process forward efficiently, we are requesting the assistance of GEDA and its legal counsel to draft these contracts on behalf of the Government of Guam: 1) Finance, 2) Construction, 3) Operations & Maintenance.

Due to the time sensitive nature and importance of this project to our community, we are requesting a draft contract for government review(DPW, GDOE, DOA, BBMR, etc.) on or before Wednesday June 25th. This will allow us to do an internal review before presenting it to the Developer for negotiations later next week.

Thank you in advance for your assistance with this important matter.

Sincerely,

VINCE P. ARRIOLA
Director

542 North Marine Corps Drive, Tamuning, Guam 96913 • (671) 646-3131 / 647-5055• Fax (671)649-6178

Gmail

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

SSHS DRAFT DPW Response to Attorney Fowler

1 message

Joseph W Duenas <jduenas@ssfm.com> Wed, Jun 18, 2025 at 8:33 AM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Linda,

As requested, attached you will find the DRAFT DPW response letter to Attorney Fowler's request to inspect the SSHS Procurement File.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

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250618 JDuenas DPW LETTER TO ATTORNEY FOWLER _.docx
120K

Gmail

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

250430 Addendum I SSHS - Procurement File

1 message

Leila Ludwig <lludwig@ssfm.com> Wed, Jun 18, 2025 at 9:56 AM
To: Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Håfa Adai Val,

Please see the attached Bounce Back Email Procurement File for the distribution details of Addendum I. This document outlines the recipients, and any returned emails related to the procurement distribution.

v/r,

Leila Ludwig | Project Coordinator

SSFM International

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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4 attachments

250430 Addendum Bounce Back Emails JC.pdf
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250430 Addendum Bounce Back Emails JC1.pdf
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250430 Addendum Bounce Back Emails.docx
1111K

250430 Addendum Bounce Back Final ET.pdf
1183K

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

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

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

June 17, 2025

Kevin J. Fowler
Roberts Fowler & Visosky LLP
865 South Marine Corps Drive, Suite 201
Tamuning, Guam 96913

REFERENCE: NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)
PROJECT NO. 730-5-1059-L-YIG;
INSPECTION OF PROCUREMENT FILE

Dear Mr. Fowler,

Thank you for your letter dated June 16, 2025 requesting to inspect the procurement file for the above subject project.

Please be advised that your request has been referred to the Attorney General's Office for guidance, as we are still in the procurement process. We anticipate hearing back from the AG's Office by the end of the week.

Sincerely,

VINCE P. ARRIOLA
Director

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

Atty. Kevin Fowler
865 South Marine Corps Drive
Suite 201
Tamuning

Documents for review: SSHS: project no. 730-5-1059-L-YIG

Print: Sophia Sanchez

Signature _____

Date: 06/18/2025

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

(ACTION REQUIRED) 250617 DPW LETTER TO GEDA RE CONTRACT

Donna Herrero <donna.herrero@dpw.guam.gov> Wed, Jun 18, 2025 at 10:44 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, John Calanayan <john.calanayan@dpw.guam.gov>

Good morning Mr. Duenas,

Please find the signed document for your records. I will go ahead and send Ms Tina an email with the letter.

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

[Quoted text hidden]

dir25-1127.pdf
32K

Gmail

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

Draft P3 contract for negotiations

Donna Herrero <donna.herrero@dpw.guam.gov> Wed, Jun 18, 2025 at 10:46 AM
To: Tina Garcia <cgarcia@investguam.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Good morning Tina,

Please find the attached memorandum for your reference. Please acknowledge receipt of this email and attachment.

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

dir25-1127.pdf
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SSFM International

DPW – SSFM Meeting
Tuesday, June 24, 2025, 11:00 AM
DPW Directors Office

Attendees:			
Vince Arriola	DPW	Glenn Leon Guerrero	SSFM
Linda Ibanez	DPW	Gerard Bautista	SSFM
Joseph Duenas	SSFM	Thuy Nguyen	SSFM

I. CALL TO ORDER
Meeting began at 11:15 AM by DPW Director, Vince Arriola.

II. Approval of Minutes

A. June 4, 2025 - Presentations & Questions with Evaluation Committee & CTI
DPW Director, received and reviewed minutes. No mention of changes.

B. June 4, 2025 - Presentations & Questions with Evaluation Committee & GEFF III
DPW Director, received and reviewed minutes. No mention of changes.

C. June 5, 2025 - Presentations & Questions with Evaluation Committee & GPS
DPW Director, received and reviewed minutes. No mention of changes.

D. June 17, 2025 - Pre-Negotiating Meeting, DOA Conference Room
DPW Director, received and reviewed minutes. No mention of changes.

III. UNFINISHED BUSINESS

A. Pre-Negotiation Updates
GEDA's attorney Terry Brooks was engaged by GEDA to prepare the construction and O&M contract documents. He is awaiting term sheet info.

B. No Cost Change Order
Routed for signatures. Need to follow up next meeting.

IV. NEW BUSINESS

A. CTI Term Sheet
Sealed packet was opened at Guam Department of Public Works, 542 North Marine Corp Drive, Tamuning, Guam 96913 in DPW Director's Office at 11:25AM by Vince Arriola (DPW) with Linda Ibanez (DPW) and four (4) representatives from SSFM: Joseph Duenas, Glenn Leon Guerrero, Gerard Bautista and Thuy Nguyen presence.
The group discussed the price proposal, term sheet and next steps.

B. Negotiation Strategy
The group agreed the O&M contract will need to focus on duties & response times instead of dictating staff size. Additionally, all SME groups will have to look at their sections and ensure that the contract covers all aspects of their functions (Finance, Construction, O&M)

C. Negotiation Timeline

SSFM International

Group should meet this week. Linda (DPW) will send out CTI Term Sheet today.
SSFM to setup meeting for June 26, 2025, 9:00 AM, GEDA Conference Room 5th floor ITC Building. Group should include DPW, GEDA, GDOE, TRMA, Attorney Terry Brooks, SMEs , Attorney Brooks, AG. For those who are off island, we will send a Zoom invite.

The meeting with Core Tech Intl should happen after attorney's draft.

V. ACTION ITEMS
Linda Ibanez (DPW) to send out CTI Term Sheet.
SSFM to set up next meeting venue to include virtual meeting setup via Zoom. SSFM will also send out meeting reminders.

VI. NEXT MEETING
June 26, 2025, 9:00 AM - GEDA Conference Room - 5th floor ITC Building discussion of CTI Term Sheet.

VII. ADJOURN
Meeting ended at 12:02 AM by DPW Director, Vince Arriola.

****

Edited and reviewed by:

Glenn Leon Guerrero
Senior Project Manager

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School
Purpose: Term Sheet Meeting
Date: Tuesday, June 24, 2025 **Time:** 11:00 AM
Location: DPW Director's Office

	Organization	Name	Email Address	Initials
✓	DPW	Vince Arriola	vince.arriola@dpw.guam.gov	
✓	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	DPW	Donna Herrero	donna.herrero@dpw.guam.gov	
	GDOE	Dr. Erik Swanson	keswanson@gdoe.net	
	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE	Jimmy Pangelinan	jimdpangelinan@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Melvin Finona	mmfinona@gdoe.net	
	GDOE-SSHS	Ron Canos		
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GEDA	Carlos Bordallo	carlos.bordallo@investguam.com	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	OAG	Tom Keeler	tkeeler@oagguam.org	
	OAG		fnishihira@oagguam.org	
	TRMA	Michael Makio	Mmakio@traguam.com	
	TRMA	Cedric Cruz	ccruz@traguam.com	
	TRMA	Elmer Prudente Jr.	EPrudente@trguam.com	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
✓	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
✓	SSFM	Gerard Bautista	gbautista@ssfm.com	
✓	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Connie Garrido	cgarrido@ssfm.com	
	SSFM	Leila Ludwig	lludwig@ssfm.com	
✓	SSFM	Thuy Nguyen	tnguyen@ssfm.com	
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	DOA	Edward Birn	edward.birn@doa.guam.gov	

Gmail

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

Fwd: Construction of SSHS Docs

2 messages

Linda Ibanez <linda.ibanez@dpw.guam.gov> Tue, Jun 24, 2025 at 1:47 PM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, tina.garcia@investguam.com, "Edward M. Birn" <edward.birn@doa.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Carla Benita Masnayon <cdmasnayon@gdoe.net>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, Carlos Bordallo <carlos.bordallo@investguam.com>

Hafa Adai!

Attached for your review with regards to term sheet and price proposal of Core Tech submission.

We will go over the next steps once you all review the proposal.

Thank you!

---------- Forwarded message ---------
From: **Valarie San Nicolas-Cruz** <valarie.sannicolas@dpw.guam.gov>
Date: Tue, Jun 24, 2025 at 1:39 PM
Subject: Construction of SSHS Docs
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>

As per your request, attached is the Acknowledgement of Receipt form for SSHS.

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."

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Const of SSHS- Acknowledgement of Receipt.pdf
178K

Carlos Bordallo <carlos.bordallo@investguam.com> Tue, Jun 24, 2025 at 1:59 PM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: Lester Carlson <lester.carlson@bbmr.guam.gov>, tina.garcia@investguam.com, "Edward M. Birn" <edward.birn@doa.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Carla Benita Masnayon <cdmasnayon@gdoe.net>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>

Acknowledging receipt.
[Quoted text hidden]

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	Core Tech International Corporation
Name of person receiving RFP	
Signature	
Date	
Time	
Contact Person regarding RFP	Ho Eun
Company/Firm	Core Tech International Corporation
Title	Chairman
E-mail Address	ho.eun@coretechintl.com
Contact Number	671-473-5000
Fax Number	671-473-5500
Address	388 S. Marine Corps Drive, Suite 400, Tamuning, Guam 96913

4/29/15 11:26 am

PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

Date: May 23, 2025

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

Gentlemen:

The undersigned (hereafter called the Bidder), Core Tech International Corporation

(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: One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars ($ $166,365,000) 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.

6/24/25
11:25a

Project Scope Construction Costs:

Item	Cost
General Requirements for Design and Construction	$18,357,102
Site Development and Sports Facilities	$34,038,594
Administration Building, Main Entrance, Covered Walkways, and Courtyard	$16,474,872
A-wing Classroom Building	$28,695,394
Gymnasium Building	$12,493,554
B-wing Classroom Building	$19,191,889
Cafeteria Building	$8,545,605
JROTC Classroom Building & Multipurpose Space	$8,063,217
C-wing Classroom Building	$16,536,146
FF&E (excluding Auditorium & Credit Recovery Buildings)	$12,862,252
Auditorium Building including FF&E, Audio Visual, and Theater Systems	$10,678,237
Photovoltaic System	$460,913
Rainwater Catchment System	$1,773,539
Landscaping Plants, Irrigation, and Site Furnishing	$1,863,656
Credit Recovery Building including FF&E	$5,526,976
TOTAL	**$195,561,946**
Less value engineering and cost savings selections by GovGuam	-$29,196,946
Total Proposed Net Project Cost	**$166,365,000**

Annual Insurance, Maintenance & Operating Costs

Item	Cost
Annual Insurance Premium	$2,313,669
Annual Grounds and Custodial Costs	$135,000
Annual Maintenance Costs	$1,496,667
Annual Capital Maintenance Fund	$385,000
TOTAL	**$4,330,336**
Less reduction in scope of insurance coverage consistent with market	-$533,211
Total Proposed Net Annual Costs	**$3,797,125**

Our proposed Price & Annual Insurance and Maintenance Costs will not exceed the maximum financing amount or the maximum annual appropriations authorized in Sections 58D108 & 58D109 of the "MA KAHAT ACT OF 2013" as required in the RFP

6/24/25
11:24 am

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	Addendum #1	April 30, 2025
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:

Core Tech International COrporation
(CONTRACTOR)

Ho Eun
(BY) *(Name and Signature)*

Chairman
(TITLE)

388 S. Marine Corps Drive, Suite 400, Tamuning, Guam 96913
(BUSINESS ADDRESS)

END OF PRICE PROPOSAL FORM

4/30/25 10:25 AM

Simon Sanchez High School
PROPOSED TERM SHEET

**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

   $3,797,125
2. Proposed Annual Developer Cost **$0**
3. Other Costs/Fees **$0**

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 _____
- ☐ Letter of Credit

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**

****

6/24/16 11:35 am

Gmail

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

DPW Simon Sanchez HS (FDDBLM): Core Tech Intl Term Sheet Review

3 messages

Thuy Nguyen <tnguyen@ssfm.com> Tue, Jun 24, 2025 at 5:07 PM
To: "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, "linda.ibanez@dpw.guam.gov" <linda.ibanez@dpw.guam.gov>, "keswanson@gdoe.net" <keswanson@gdoe.net>, "cdmasnayon@gdoe.net" <cdmasnayon@gdoe.net>, "lester.carlson@bbmr.guam.gov" <lester.carlson@bbmr.guam.gov>, "cgarcia@investguam.com" <cgarcia@investguam.com>, "jsannicolas@investguam.com" <jsannicolas@investguam.com>, "carlos.bordallo@investuam.com" <carlos.bordallo@investuam.com>, "angelene.rios@investguam.com" <angelene.rios@investguam.com>, "Mmakio@traguam.com" <Mmakio@traguam.com>, "ccruz@traguam.com" <ccruz@traguam.com>, "TMB@guamlaw.net" <TMB@guamlaw.net>, "benny.sannicolas@dpw.guam.gov" <benny.sannicolas@dpw.guam.gov>, "celine.cruz@land.guam.gov" <celine.cruz@land.guam.gov>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, "edward.birn@doa.guam.gov" <edward.birn@doa.guam.gov>
Cc: "bradamos@gdoe.net" <bradamos@gdoe.net>, "mmfinona@gdoe.net" <mmfinona@gdoe.net>, "EPrudente@trguam.com" <EPrudente@trguam.com>, "Clare@guamlaw.net" <Clare@guamlaw.net>, "erica.taitano@dpw.guam.gov" <erica.taitano@dpw.guam.gov>, "jimdpangelinan@gdoe.net" <jimdpangelinan@gdoe.net>

Hello all,

You are invited to our next meeting to discuss the terms of Core Tech Int'l for the Simon Sanchez High School Construction Project. The meeting will be held at GEDA Conference Room on Thursday June 26, 2025, at 9:00am.

If you are unable to join in person, below is an invitation for an online option.

You are invited to a scheduled Zoom meeting.

Topic: CTI Term Sheet Review

Time: Jun 26, 2025, 09:00 AM Guam, Port Moresby

Join Zoom Meeting

https://us06web.zoom.us/j/89445392769?pwd=3VCTcVndBRNnLieunA2dab67YJgXIN.1

Meeting ID: 894 4539 2769

Passcode: 620636

One tap mobile

+16699006833,,89445392769#,,,,*620636# US (San Jose)

+16892781000,,89445392769#,,,,*620636# US

Dial by your location

• +1 669 900 6833 US (San Jose)

• +1 689 278 1000 US

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 346 248 7799 US (Houston)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 408 638 0968 US (San Jose)

• +1 507 473 4847 US

• +1 564 217 2000 US

• +1 646 876 9923 US (New York)

• +1 646 931 3860 US

• +1 669 444 9171 US

Meeting ID: 894 4539 2769

Passcode: 620636

Find your local number: https://us06web.zoom.us/u/kbzV7Nra0K

See y'all Thursday.

Best regards,

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invite.ics
7K

Lester Carlson <lester.carlson@bbmr.guam.gov> Tue, Jun 24, 2025 at 8:49 PM
To: Thuy Nguyen <tnguyen@ssfm.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: vince.arriola@dpw.guam.gov, cdmasnayon@gdoe.net, mmakio@traguam.com, tmb@guamlaw.net, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Please send the Term sheet ASAP

Lester L Carlson, Jr
Director
Bureau of Budget and Management Research

Alternate Governor's Authorized Representative (AGAR)

> On Jun 24, 2025, at 3:08 AM, Thuy Nguyen <tnguyen@ssfm.com> wrote:
>
> [Quoted text hidden]
> <mime-attachment.ics>

Lester Carlson <lester.carlson@bbmr.guam.gov> Tue, Jun 24, 2025 at 8:53 PM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Thuy Nguyen <tnguyen@ssfm.com>
Cc: vince.arriola@dpw.guam.gov, cdmasnayon@gdoe.net, mmakio@traguam.com, tmb@guamlaw.net, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Please disregard

Linda sent it

Lester L Carlson, Jr
Director
Bureau of Budget and Management Research

Alternate Governor's Authorized Representative (AGAR)

> On Jun 24, 2025, at 6:49 AM, Lester Carlson <lester.carlson@bbmr.guam.gov> wrote:
>
> Please send the Term sheet ASAP
> [Quoted text hidden]

SSFM International

DPW SSHS NEGOTATION COMMITTEE MEETING
MINUTES
Thursday, June 26, 2025 - 9:00 AM
GEDA Conference Room

Attendees:			
Vince Arriola	DPW	Mike Makio – virtual	TRMA
John Calanayan	DPW	Cedric Cruz	TRMA
Benny San Nicolas – virtual	DPW	Joseph Duenas	SSFM
Barbara Adamos – virtual	GDOE	Glenn Leon Guerrero	SSFM
Carla Masnayon	GDOE-SSHS	Gerard Bautista – virtual	SSFM
Ron Canos – virtual	GDOE-SSHS	Ed Hipolito – virtual	SSFM
Carlos Bordallo	GEDA	Connie Garrido – virtual	SSFM
Terry Brooks	GEDA	Alvin Bejosa – virtual	SSFM
Celine Cruz	DLM	Thuy Nguyen	SSFM

I. CALL TO ORDER
- *Meeting began at 9:19 AM by DPW Director, Vince Arriola.*

II. UNFINISHED BUSINESS

A. Draft Contract Status
- *The group discussed the need for three contracts- 1) Financing contract (GEDA Bond Counsel), 2) Construction (GEDA Attorney Brooks), Operations & Maintenance (GEDA Attorney Brooks).*
- *There was discussion about having a draft contract with input from the government and SMEs, as the basis of a starting point for the negotiations with the highest ranked Proposer.*

i. Finance
- *The group discussed the role of financing through GEDA and emphasized the importance of constructing a school that met the budgetary ceiling required by law and the RFP requirement to accommodate 2,000 students.*
- *Additional considerations related to the RFP were also addressed, with a clear emphasis on ensuring full compliance with the Ma Kåhat Act and PL 37-22 for project funding.*

ii. Construction
- *TRMA is working with GEDA Attorney Brooks and will use Bio Lab and the JFK contracts as guidance.*

iii. Operations & Maintenance
- *GDOE-SSHS will work with GEDA Attorney Brooks and use JFK contract as guidance.*
- *When all draft contracts are completed next weeks, the government and its consultants will do an internal review, providing feedback for GEDA's Attorney Brooks to incorporate into the contract. AG Keeler will continue to be kept in the loop on this process.*

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III. NEW BUSINESS

A. Term Sheet Review & Discussion

- *The group reviewed and discussed the term sheet, noting that the document is strictly confidential and protected under the Non-Disclosure Agreements signed by all in this meeting.*

B. Next Steps

i. Draft Contracts

- *Language of the contract will be previously approved contracts reviewed, vetted and approved by the AG and Governor's Office. Final contracts will still need to be reviewed and vetted by the AG's Office.*

ii. Government Internal Review

1) Finance- GEDA/ BBMR
2) Construction/ Design- SSFM/ TRMA/ SSHS GDOE
3) Operations & Maintenance- SSFM/ SSHS/ GDOE

C. Upcoming Schedule/ Milestones

i. Have a draft contract for next meeting, July 3rd, 2025, use other DPW contracts as a guidance but the financing portion must include GEDA.

ii. See SSHS Action Items/ Milestones below for further details.

IV. OPEN DISCUSSION

- *None*

V. NEXT MEETING

- *Thursday, July 3, 2025, at 10:00 AM in GEDA Conference Room, 5th floor ITC Building. This time and place will be used as the weekly standing meeting until the contract is completed.*

VI. ADJOURN

- *Meeting adjourned at 10:23 AM by DPW Director, Vince Arriola.*

****

SSHS Action Items/ Milestones

1. Meeting w/ Negotiation Team & Attorney Brooks - (Today)
2. Secure Draft Construction and O&M Contracts from Attorney Brooks- Thursday July 3rd, 2025
3. Government Review of Contracts- Week of July 7th, 2025
4. Send government revisions to Attorney Brooks / Revise Contract- Week of July 7th, 2025
5. Internal Negotiation Committee Meeting/ Align- Thursday July 17th, 2025
6. Meeting #1 w/ Core Tech / Provide draft contract.

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7. Meeting #2 w/ Core Tech for final negotiations and contract revisions. Submit to Attorney Brooks.
8. Draft Final Contract/ AG feedback/ circulate for signatures.
9. Notice of Intent of Award.
10. Notice of Award

Edited and reviewed by:

Glenn Leon Guerrero
Senior Project Manager

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School
Purpose: CTI Term Sheet Review
Date: Thursday, June 26, 2025 **Time:** 9:00AM
Location: GEDA Conference Room 5th Floor ITC Building

	Organization	Name	Email Address	Initials
	BBMR	Lester Carlson	lester.carlson@bbmr.guam.gov	
	DLM	Celine Cruz	celine.cruz@land.guam.gov	
	DLM	Joseph Borja	joseph.borja@land.guam.gov	
	DOA	Edward Birn	edward.birn@doa.guam.gov	
✓	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	DPW	Donna Herrero	donna.herrero@dpw.guam.gov	
	DPW	Ernie Candoleta	ernest.candoleta@dpw.guam.gov	
	DPW	Erica Taitano	erica.taitano@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov	
	DPW	Vince Arriola	vince.arriola@dpw.guam.gov	
✓	GDOE	Barbara Adamos	bradamos@gdoe.net	
	GDOE	Erik Swanson, PhD	keswanson@gdoe.net	
	GDOE	Jimmy Pangelinan	jimdpangelinan@gdoe.net	
	GDOE-SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE-SSHS	Jessica Fejeran	jpfejeran@gdoe.net	
	GDOE-SSHS	Keith Quiambao	kdquiambao@gdoe.net	
	GDOE-SSHS	Melvin Finona	mmfinona@gdoe.net	
✓	GDOE-SSHS	Ron Canos		
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	GEDA	Carlos Bordallo	carlos.bordallo@investguam.com	
	GEDA	Celia Anderson	celia.anderson@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Melanie Mendiola		
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	Yong Park		
	OAG	Nishihira	fnishihira@oagguam.org	

	OAG	Tom Keeler	tkeeler@oagguam.org	
√	SSFM	Alvin Bejosa	abejosa@ssfm.com	
√	SSFM	Connie Garrido	cgarrido@ssfm.com	
√	SSFM	Ed Hipolito	ehipolito@ssfm.com	
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	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
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	TRMA	Elmer Prudente Jr.	EPrudente@traguam.com	
√	TRMA	Michael Makio	Mmakio@traguam.com	
	GEDA	Teren Brooks	tmb@guamlaw.net	

Gmail

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

Simon Sanchez High School Deliverables for Thursday, July 3, 2025

1 message

Joseph W Duenas <jduenas@ssfm.com> Mon, Jun 30, 2025 at 11:16 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Tina Garcia <cgarcia@investguam.com>, "Carlos Bordallo (carlos.bordallo@investguam.com)" <carlos.bordallo@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>
Cc: "tmb@guamlaw.net" <tmb@guamlaw.net>, Cedric Cruz <Ccruz@traguam.com>, Tom Keeler <tkeeler@oagguam.org>, "fnishihara@oagguam.org" <fnishihara@oagguam.org>, "K. Erik Swanson PhD" <keswanson@gdoe.net>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Carla Masnayon <cdmasnayon@gdoe.net>, John Calanayan <john.calanayan@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Michael Makio <Mmakio@traguam.com>

Hi Team,

Just a friendly reminder on the schedule of deliverables for this Week's Simon Sanchez High School Thursday Meeting.

This Week- June 30th-July 4th

1. GEDA Attorney Brooks and TRMA to work on first DRAFT of 1) Construction contract and 2) Operations and Maintenance contract for review at Thursday's Meeting.
2. GEDA Bond Counsel working on DRAFT Financing contract.

Next Week- July 7th-11th

1. Government internal review and comments of DRAFT contracts: 1. Finance, 2. Construction, 3. Operations & Maintenance.
2. Legal Counsel to incorporate government and consultant comments/ revisions into DRAFT contracts. The contracts will be used as the starting point for government negotiations with highest ranked proposer.

**Per DPW Director, AG Keeler should be kept copied and included in all discussion.*

Next Meeting

Thursday, July 3rd, 10am, GEDA Conference Room

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

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

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

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