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RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS

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Counsel for General Pacific Services, LLC

**PROCUREMENT APPEAL OF DENIAL OF PROCUREMENT PROTEST
 THE OFFICE OF PUBLIC ACCOUNTABILITY**

PART I.

In the Procurement Appeal of)	NOTICE OF PROCUREMENT
)	APPEAL;
GENERAL PACIFIC SERVICES, LLC,)	ALTERNATIVE MOTION TO
)	COMPEL AGENCY DECISION
Appellant.)	Docket No. <u>OPA-PA-26-001</u>
_____)		

PART II: APPELLANT INFORMATION

Appellant's Name	General Pacific Services, LLC ("GPS")
Appellant's Mailing Address	265 Mamis Street, Tamuning, Guam, 96913
Appellant's Business Address	265 Mamis Street, Tamuning, Guam, 96913
Appellant Representative's Direct Email Address	roberto.phil@gmail.com
Appellant's Phone	671-649-1946
Appellant's Facsimile	C/O counsel 671-989-8750

Appellant is represented by legal counsel in this appeal. For purposes of this appeal, please direct correspondence to GPS lead counsel, Joshua D. Walsh of Razzano Walsh & Torres, P.C.

Counsel's Mailing Address	139 Murray Blvd. Ste. 100, Hagåtña, Guam 9691
Counsel's Telephone	671-989-3009
Counsel's Facsimile	671-989-8750
Counsel's Direct Email Address	jdwalsh@rwtguam.com

PART III: APPEAL INFORMATION

- A. Purchasing Agency: Guam Department of Public Works (“DPW”).
- B. Solicitation Numbers: Project No. 730-5-1059-L-YIG and “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00.”
- C. The Appellant submitted its first Bid Protest of Project No. 730-5-1059-L-YIG on November 19, 2025. A Second Protest of the same Project was submitted on December 12, 2025. A protest of the separately captioned “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00” was submitted on December 12, 2025.
- D. This Appeal is from DPW’s constructive denial of the GPS protests.
- E. The name of the only competing offerors known to Appellant are: Core Tech International (“CTI”) and Guam Education Finance Foundation III, Inc. (“GEFF”). Upon information and belief, no public competition was held for the November 14, 2025, project “Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00.”

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PART IV: STATEMENT OF GROUNDS FOR APPEAL

A. THE GROUNDS FOR APPEAL

1. Relevant Procedural and Factual History

On March 21, 2025, DPW issued Project No. 730-5-1059-L-YIG, seeking Proposals for the Finance, Demolition, Design, Build, Lease/Leaseback and Insure/Capital Maintenance for the New Simon Sanchez High School ("SSHS"). A Copy of the Request for Proposal ("RFP") , excluding the attachments, is attached to this appeal as **Attachment A**. DPW determined that both CTI and GPS submitted responsive bids. On June 6, 2025, DPW decided to enter into negotiations with CTI, whose bid DPW rated two points higher. A copy of the Notice provided to GPS is attached to this appeal as **Attachment B**. Upon information and belief, DPW entered into a months long negotiation period with CTI.

After months of silence from DPW, GPS, through counsel, requested the entire procurement record for Project No. 730-5-1059-L-YIG (New SSHS) under the Guam Sunshine Act on October 30, 2025. A copy of that correspondence is attached to this appeal as **Attachment C**. The request sought the entire procurement record, including all correspondence between DPW and any potential bidders. On November 7, 2025, counsel followed up with DPW regarding the October 30 request and overdue response. DPW acknowledged the request on November 10, 2025, and requested an extension to provide a response by November 14, 2025. A copy of the extension request is attached to this appeal as **Attachment D**. When the November 14 production did not occur,

counsel followed up again. A copy of that follow up correspondence is attached to this appeal as **Attachment E**. On November 17, 2025, DPW produced 18 unordered documents totaling 74 pages as the purported procurement record. GPS protested on November 19, 2025, asserting that the incomplete and improperly kept record could not legally support an award to CTI, and invoking the statutory automatic stay on continued procurement activity. That Protest letter is attached to this appeal as **Attachment F**.

As gaps persisted, GPS pursued targeted disclosures. On November 25, 2025, GPS requested specific documents, including CTI's initial price proposal, the final negotiated draft contract, and negotiation transcripts/minutes/recordings. A copy of that follow up correspondence is attached to this appeal as **Attachment G**. On December 2, 2025, DPW extended its response time for that request to December 12, 2025. *See DPW Correspondence*, attached to this appeal as **Attachment H**.

GPS filed additional protests as information emerged. On December 12, 2025, GPS submitted a second pre-award protest regarding DPW's acceptance of CTI's non-responsive bid. Also on December 12, 2025, GPS protested DPW's "Limited Project Scope Agreement" for SSSHS demolition work, identifying a total appropriated value of \$16,377,125.00 for work that was already included in the scope of Project No. 730-5-1059-L-YIG and asserting the statutory stay. GPS's additional protests are attached to this appeal as **Attachment I** and **Attachment J**.

Subsequent correspondence summarized and consolidated the procedural posture. A January 16, 2026, follow-up letter from counsel to the DPW Director recapped the November 19, 2025 protest, the December 4, 2025 follow-up regarding record production and overdue Sunshine Act responses, the December 12, 2025 protests (including the CTI non-responsiveness protest and the Limited Project Scope Agreement protest), and requested the status and timing of DPW's decisions, along with identification of the agency point of contact. A copy of this follow up correspondence is attached to this Appeal as **Attachment K**. DPW has chosen to ignore the protests and has not responded to the Appellant's correspondence.

2. Timeliness of Protest and Appeal.

DPW has not responded in any substantive matter to the procurement protests submitted by GPS. While no technical statutory deadline directly controls the time within which DPW should have provided its protest response, Guam's procurement code provides that the agency must respond to contract dispute questions "...within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received." 5 GCA § 5427(f). Here, DPW has blown through the sixty (60) day response period and has ignored the Appellant's attempts to learn of DPW's intentions.

Title 5 GCA § 5425(a) requires that Protests be made within 14 days of the issues leading to the protest being known by the Protester. GPS learned of the failure of DPW to keep a legally sufficient procurement record on November 17, 2025. The GPS protest

on this fact came two days later. GPS's protest of the non-responsive bid price and bifurcated demolition project both came on December 12, 2025—nine days after DPW informed GPS to consult a webpage for documents related to the project's procurement record. Here, there is no doubt about GPS raising timely protests, and the issues raised by GPS all came within 14 days of first learning about them.

This Appeal comes after allowing the agency a sufficient time to respond to the Appellant's agency level protests and is within the fifteen-day protest appeal period set by 5 GCA § 5425(e) that would be implicated had adverse decisions been provided. Therefore, both GPS's agency level protest and subsequent appeal to the OPA meet the timeliness standards required by applicable law and regulation.

3. Basis for Protest and Appeal: DPW has selected a non-responsive and non-responsible offeror.

GPS challenges DPW's handling of the SSHS redevelopment procurements on multiple, independent grounds. GPS protests the responsiveness of CTI's bid for the new SSHS financing and construction. **CTI's bid is non-responsive because it exceeds the *Ma Kåhat* Act's statutory financing cap of \$166,365,000; CTI bid \$195,561,946 — approximately \$30 million over the cap.** Compare 5 G.C.A. §58D108 ("The principal amount of financing authorized under this Section shall not exceed One Hundred Sixty-six Million Three Hundred Sixty-five Thousand Dollars (\$166,365,000)") with May 23, 2025 CTI Price Proposal response ("Total \$195,561,946 less value engineering and cost savings selections by GovGuam -\$29,196.946"). CTI's Price Proposal Response to the RFP is attached to this Appeal as **Attachment L**.

DPW's consideration of CTT's proposal to "value engineer" down to the statutory limit by deleting \$30,000,000 of requirements for the project does not cure the initial unresponsiveness of a bid that exceeds the maximum authorized financing. Further, DPW's solicitation expressly prohibited alternate or multiple proposals and deemed such proposals non-responsive. *See*, RFP § XVI ("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.") Still, DPW considered CTT's variable proposal notwithstanding that prohibition. GPS's bid was \$86,400,000 — significantly lower than CTT's price and well within the statutory limit. Yet, DPW passed over GPS's bid and proceeded with CTT's bid, which was more than double GPS's price and non-responsive. GPS requests that DPW reject CTT's bid as unresponsive and refrain from awarding a contract based on a bid exceeding the statutory cap, which would leave GPS as the sole remaining responsive bidder.

Separately, GPS challenges the completeness and legality of the procurement record supporting the intended award. **The procurement record provided by DPW on November 17, 2025, comprised only 18 unordered documents totaling 74 pages and is insufficient for a project exceeding \$160 million.** Guam law requires a complete procurement record—including meeting records, communication logs, sound recordings, vendor brochures, and a determination of need—and no award may be made without written certification that complete records have been maintained;

these elements do not appear in the produced procurement record materials and therefore cannot legally support an award to CTI.

GPS also protests DPW's separate November 14, 2025, "Limited Project Scope Agreement" for demolition on the basis that demolition was originally included within the scope of Project No. 730-5-1059-L-YIG as an initial phase. A copy of that "contract" is attached to this Appeal as **Attachment M**. No record has been produced demonstrating compliance with Guam procurement law for a standalone demolition procurement.¹ Any award or performance of demolition work outside an approved procurement framework, without a publicly disclosed procurement record, violates 5 GCA § 5249. **The November 2025 demolition contract reflects a total separate value of \$16,377,125.00 even though demolition was already contemplated as part of the original initial phase of the SSHS project outlined in the March 2025 RFP.** As relief, GPS requests that the Office of Public Accountability ("OPA") order DPW to either reissue the procurement publicly or maintain demolition within the scope of the already procured Project No. 730-5-1059-L-YIG.

¹ This contract was contained in a separate FOIA disclosure not disclosed as part of the SSHS project procurement records. The email that contained the contract was written on November 14, 2025, by Mr. Ho Eun and sent to the following executive branch recipients: Lester Carlson, Jeffrey Moots, Leslie Travis, Jon Junior M Calvo, Edward Birn, DPW SSHS CM Team, Linda Ibanez, Vincent Arriola, Christina Garcia, Carla Masnayan, and K. Erik Swanson PhD. The "contract" transmission comes *two weeks after* GPS first sought the procurement record for Project No. 730-5-1059-L-YIG, and after numerous responses from DPW promising the record would be produced at a future date. The Attorney General was listed as a signatory on the contract, but his office was not included in the email.

Finally, GPS objects to DPW's contemplated payment structure under the Limited Project Scope Agreement relative to statutory limits. **CTI's proposal would result in total payments exceeding \$211 million, far above the legislative cap of \$166 million, requiring Guam taxpayers to pay approximately \$45 million beyond the statutory cap.** Collectively, these deficiencies—unlawful severance and award of demolition, acceptance of a non-responsive bid over the statutory cap, disregard of solicitation prohibitions on alternate proposals, and an incomplete procurement record—form the basis of GPS's protest and the requested corrective action. GPS's requested remedies include rejecting CTI's non-responsive bid, refraining from award absent a complete procurement record and certification, and either reissuing the demolition procurement publicly or retaining demolition within the previously procured project scope.

B. RULING REQUESTED

GPS respectfully requests that the OPA issue an Order declaring the following:

- (1) That DPW's decision to make an award to CTI despite CTI's failure to adhere to the requirements of the RFP was arbitrary, capricious and an abuse of discretion;
- (2) That DPW's constructive denial of GPS's protests was unreasonable, arbitrary, capricious and an abuse of discretion;
- (3) That the automatic stay of procurement arising under 5 GCA §5425(g) be confirmed in place;

- (4) That GPS, as the lowest priced responsive and responsible bidder under the RFP, be named for award of the RFP; and
- (5) For such further relief that the OPA deems appropriate.

C. ALTERNATIVE RULING REQUESTED

In the event that the OPA does not wish to proceed with this appeal until the agency issues an agency decision in the first instance, GPS respectfully requests that the OPA issue an Order compelling DPW to issue a final agency ruling on GPS's pending protests. To be sure, the OPA has the power to issue such an order.

The Public Auditor has the authority to compel an agency to produce a decision on a bidder's protest. Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015). The Supreme Court of Guam has "long held that an agency's authority under its enabling statute may be express or implied" as long as "that authority [is] still grounded in the statutory scheme." *SH Enters., Inc. v. Guam*, 2025 Guam 10 ¶ 31; see *Data Mgmt. Res., LLC v. Off. of Pub. Accountability*, 2013 Guam 27 ¶ 34 ("agencies derive some of their powers expressly and others by implication . . . OPA properly exercised its implied authority to appeal"); *Carlson v. Guam Tel. Auth.*, 2002 Guam 15 ¶ 9 (stating that agencies "must find within the statute warrant for the exercise of any authority which they claim" and their powers "have been conferred upon them by law expressly or by implication"). Former Public Auditor Doris Flores Brooks's finding that the Public Auditor has the power to compel an agency to issue a protest decision was grounded in part on the statutory scheme that provides the Public Auditor

with the power to compel the production of documents by any employee of the Government of Guam. Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015) (first citing 5 GCA § 5703; and then citing 2 G.A.R., Div. 4, Chap. 12, §12103(a)). Further, the Public Auditor is tasked with using his power and authority to promote the integrity of the procurement process and purposes of 5 GCA Chapter 5. 5 GCA § 5703; Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015). This is why “[t]he Public Auditor shall have the power to compel . . . production of documents by any employee of the government of Guam, including any employee of any autonomous agency or public corporation.” 5 GCA § 5703(d). The Legislature’s broad grant of power to the Public Auditor to compel the production of documents includes compelling the production of an agency protest decision when the agency fails to “promptly issue a decision in writing.” See 5 GCA § 5425(c). Otherwise, a protester would have no course of action; the agency would be allowed to let a protest sit undecided in perpetuity. The Legislature granted the Public Auditor with the power to compel an agency to issue a protest decision when it has failed to promptly do so. 5 GCA §§ 5001, 5424, 5703; Order Dismiss. Appeal at 2, *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-15-005 (Apr. 30, 2015). That is what should happen here.

D. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Submitted with this appeal are the following supporting exhibits, evidence, and documents:

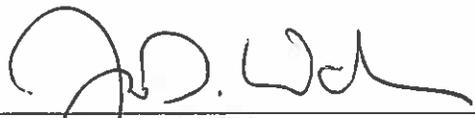
Attachment A	RFP for Project No. 730-5-1059-L-YIG; Excluding attachments.	March 21, 2025
Attachment B	Selection Process Notification letter	June 6, 2025
Attachment C	Sunshine Act Request	October 30, 2025
Attachment D	DPW extension response to Sunshine Act Request	November 10, 2025
Attachment E	Correspondence re: missed production	November 17, 2025
Attachment F	Bid Protest 1	November 19, 2025
Attachment G	Sunshine Act Request	November 25, 2025
Attachment H	DPW extension response to Sunshine Act Request	December 2, 2025
Attachment I	Bid Protest 2	December 12, 2025
Attachment J	Bid Protest 3 ("Initial Phase")	December 12, 2025
Attachment K	Follow up Correspondence	January 16, 2025

PART V: DECLARATION RE: COURT ACTION

The undersigned does hereby confirm that to the best of his knowledge, no case or action concerning the RFP that is subject of this Appeal has been commenced in court. The undersigned party agrees to notify the OPA within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Respectfully submitted this 28th day of January 2026.

RAZZANO WALSH & TORRES, P.C.

By: 
JOSHUA D. WALSH
Attorneys for Appellant General Pacific Services, LLC

VERIFICATION

I, Phil Roberto, a duly authorized representative of Appellant GPS, hereby declares under penalty of perjury under the laws of Guam that I have read the foregoing Notice of Appeal and that it is true and correct of my own knowledge, except as to those matters alleged upon information and belief and as to those matters, I believe them to be true.

Dated this 28th day of January 2026.



Phil Roberto
General Pacific Services, LLC

CERTIFICATE OF SERVICE

I, JOSHUA D. WALSH, do hereby certify that on the 28th day of January 2026, I will cause to be served a true and correct copy of the **NOTICE OF PROCUREMENT APPEAL; ALTERNATIVE MOTION TO COMPEL AGENCY DECISION** on the following counsel via hand-delivery:

Vincent P. Arriola
Director's Office
Department of Public Works
542 North Marine Corps Drive,
Tamuning, Guam 96913

Joseph A. Guthrie
Civil Litigation Division
Office of the Attorney General of Guam
134 W Soledad Avenue
Hagåtña, Guam 96910

Respectfully submitted this 28th day of January 2026, at Hagatna, Guam.

RAZZANO WALSH & TORRES, P.C.

By: _____


JOSHUA D. WALSH
Attorneys for Appellant
General Pacific Services, LLC

ATTACHMENT A

REQUEST FOR PROPOSALS

FOR

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

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

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

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

and

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

PREPARED BY:



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

REQUEST FOR PROPOSALS

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

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

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

and

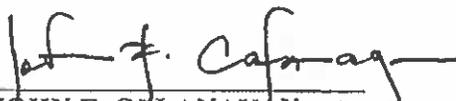
**JOSHUA F. TENORIO
Lt. Governor of Guam**

PREPARED BY:

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

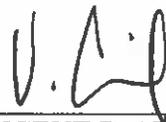
2025

RECOMMEND APPROVAL:


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

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

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

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

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

II. TERM AND TIME OF PERFORMANCE

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

III. SCOPE OF SERVICES

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

IV. COMMUNICATION REGARDING THE RFP

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

V. PROPOSAL PACKAGE REQUIREMENTS

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

VI. PROPOSAL SUBMITTAL

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

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

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

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

2. Contents

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

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

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

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

Section 3: Cover Letter (max. 1 page)

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

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

Section 4- Personnel Experience and Qualifications

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

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

Section 5- Approach and Capacity of Proposer

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

3. Construction and Insurance/Capital Maintenance

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

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

4. Financing

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

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

Section 6- Experience on Similar Projects

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

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

Section 7- Performance Issues

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

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

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

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

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

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

VIII. TERMS OF PAYMENT

1. The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KÁHAT 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 the Proposers Register in order to receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda from DPW regarding this RFP.

X. AMENDMENTS

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

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

XI. PRE-PROPOSAL CONFERENCE

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

XII. PRE-PROPOSAL QUESTIONS

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

XIII. EXPLANATION TO PROPOSERS

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

XIV. DPW's ANSWERS

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

XV. WITHDRAWAL OF PROPOSALS

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

XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

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

XVII. NO LATE PROPOSALS

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

XVIII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

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

XIX. EQUAL OPPORTUNITY

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

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

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

XX. RECEIPT/OPENING OF PROPOSALS

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

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

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

XXII. DETERMINATION OF RESPONSIBILITY

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

XXIII. COMPLETENESS OF PROPOSALS

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

XXIV. FAILURE TO COMPLY WITH INSTRUCTIONS

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

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

XXV. DPW RIGHTS RESERVED

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

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

XXVI. NON-DISCLOSURE OF DATA

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

XXVII. REJECTION OF PROPOSAL OFFER.

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

XXVIII. CANCELLATION OF RFP SOLICITATION

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

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

XXIX. DEBARMENT

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

XXX. PERFORMANCE AND PAYMENT BOND

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

XXXI. INDEMNIFICATION

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

XXXII. RFP ATTACHMENTS & LEGAL REQUIREMENTS

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

1. **Financing Scope of Work** (*reference RFP ATTACHMENT A*).
2. **Design/Construction & Insurance/Capital Maintenance Scope of Work** (*reference RFP ATTACHMENT B*).
3. **Affidavit Disclosing Ownership and Commissions** per 5 G.C.A. § 5233 (*reference: RFP ATTACHMENT 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 KÁHAT 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
<p><u>Proposal Plan</u> 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.)</p>	15	
<p><u>Personnel Experience and Qualifications</u> 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)</p>	20	

EVALUATION CRITERIA	MAX SCORE	SCORE
<p><u>Capacity of Proposer</u></p> <p>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).</p>	30	
<p><u>Proposer's Experience on Similar Projects</u></p> <p>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).</p>	25	
<p><u>Performance Issues</u></p> <p>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.</p>	10	
TOTAL POINTS	100	

XXXVII. INDIVIDUAL EVALUATION FORM

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

XXXVIII. SUMMARY EVALUATION FORM

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

XXXIX. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

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

XL. NEGOTIATION AND AWARD OF CONTRACT

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

Contract negotiations will be directed towards:

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

XLI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

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

XLII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

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

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

XLIII. NOTICE OF AWARD

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

XLIV. AWARDING OF CONTRACT

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

XLV. COMMENCEMENT OF WORK

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

XLVI. DEFINITIONS

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

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

ATTACHMENT B



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

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



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

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

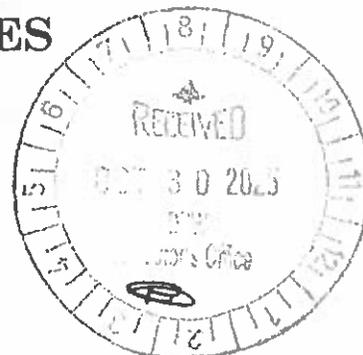
ATTACHMENT C

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

October 30, 2025



VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov



SUNSHINE ACT REQUEST

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

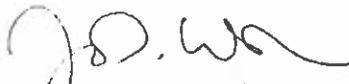
Dear Director Arriola,

This office represents General Pacific Services ("GPS"), a bidder on Project No. 730-5-1059-L-YIG. GPS requests, pursuant to the Guam Sunshine Act, 5 G.C.A. § 10101, *et seq.*, copies of the following Public Records in the possession of the Department of Public Works ("DPW"):

- The entire procurement record for Project No. 730-5-1059-L-YIG, including, but not limited to, all correspondence between DPW and any potential bidders.

Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,


Joshua D. Walsh

ATTACHMENT D



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

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



public works
DIPATAMENTON CHE'CHO' PUPLEKO
VINCENT P. ARRIOLA

Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

10 NOV 2025

VIA EMAIL AND HAND DELIVERY

Joshua D. Walsh
Razzano Walsh & Torres
A Professional Corporation
Pan American Building
139 Murray Blvd. Suite 100
Hagatna, Gu 96910

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Attorney Walsh,

First and foremost I would like to extend my deepest apologies for not responding to your FOIA request dated October 30, 2025. With this being said, I am requesting an extension so that we may provide a response to you by November 14, 2025.

Please contact my office at 671-646-3131 should you have any further questions.

Sincerely,


Vincent P. Arriola,
Director

ATTACHMENT E



Joshua D. Walsh <jdwalsh@rwtguam.com>

Re: E-SERVICE: Letter Re Sunshine Act Request Follow-up

1 message

Joshua D. Walsh <jdwalsh@rwtguam.com>

Mon, Nov 17, 2025 at 9:08 AM

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

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Sosanbra Salas <ssalas@rwtguam.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>

Hello Ma'am,

I understand you are working with my assistant about the missed FOIA production of last week. Please let me know before noon today what the department will be doing about producing the procurement record so I can inform my client of their options.

I sincerely appreciate your work at coordinating with the director his response. As I am sure you and the director's team knows, time is important in this situation.

Sincerely,

Joshua Walsh
RAZZANO WALSH & TORRES, P.C.
139 Murray Blvd. Ste. 100
Hagåtña, Guam 96910
(T): (671) 989-3009
(F): (671) 989-8750

This message has been sent as a part of discussion between Razzano Walsh & Torres, P.C. and the addressee whose name is specified above. Should you receive this message by mistake, we would be most grateful if you informed us that the message has been sent to you. In this case, we also ask that you delete this message from your mailbox, and do not forward it or any part of it to anyone else. Thank you for your cooperation and understanding.

On Mon, Nov 10, 2025 at 2:53 PM Donna Herrero <donna.herrero@dpw.guam.gov> wrote:

Good afternoon Attorney Walsh,

Please advise if you would prefer a hard copy or thumb drive. Please be advised that there will be a fee for the hard copies.

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

On Mon, Nov 10, 2025 at 1:45 PM Joshua D. Walsh <jdwalsh@rwtguam.com> wrote:

Thank you Director Arriola for the response. I look forward to the record being provided on November 14.

Sincerely,

Joshua Walsh
RAZZANO WALSH & TORRES, P.C.
139 Murray Blvd. Ste. 100
Hagåtña, Guam 96910
(T): (671) 989-3009
(F): (671) 989-8750

This message has been sent as a part of discussion between Razzano Walsh & Torres, P.C. and the addressee whose name is specified above. Should you receive this message by mistake, we would be most grateful if you informed us that the message has been sent to you. In this case, we also ask that you delete this message from your mailbox, and do not forward it or any part of it to anyone else. Thank you for your cooperation and understanding.

12/3/25, 3:44 PM

nwtguam.com Mail - Re: E-SERVICE: Letter Re Sunshine Act Request Follow-up

On Mon, Nov 10, 2025 at 11:34 AM Vince Arriola <vince.arriola@dpw.guam.gov> wrote:

Good morning Sosanbra,

Please find the attached document requesting for an extension regarding documents you have requested. We will have a hard copy delivered to your office. Please acknowledge receipt of this email and attachment.

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

On Fri, Nov 7, 2025 at 11:49 AM Sosanbra Salas <ssalas@nwtguam.com> wrote:

Dear Director Arriola:

Please see the attached letter in regards to the above-referenced matter. Should you have any questions or concerns, please feel free to contact our office. Thank you.

--

Regards,
Sosanbra Salas Reyes

RAZZANO WALSH & TORRES, P.C.

139 Murray Blvd. Ste. 100

Hagatna, Guam 96910

(T): 671-989-3009

(T): 671-988-3941

(F): 671-989-8750

ATTACHMENT F

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 19, 2025

BID PROTEST

THIS IS A PRE-AWARD PROCUREMENT PROTEST OF DEPARTMENT OF PUBLIC WORKS PROJECT NO. 730-5-1059-L-YIG (THE "PROJECT"), AND AS SUCH THIS CORRESPONDENCE SERVES AS A STATUTORY TRIGGER FOR AN AUTOMATIC STAY REGARDING THE CONTINUED PROCUREMENT OF THE PROJECT. PURSUANT TO 5 GCA § 5425(G), THE TERRITORY SHALL NOT PROCEED FURTHER WITH THE SOLICITATION OR WITH THE AWARD OF THE CONTRACT PRIOR TO FINAL RESOLUTION OF THIS PROTEST.

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov



Dear Director Arriola:

Our office continues to represent General Pacific Services ("GPS"), an offeror on Project No. 730-5-1059-L-YIG (the "project"). On November 17, 2025, the Department of Public Works ("DPW") provided our attorneys with a group of documents it stated was the procurement record generated for the project — more than two weeks after the procurement record was originally requested. Instead of a single procurement record as required by law, the agency pointed to 18 separate unordered documents consisting of 74 total pages. It strains credulity for DPW to claim that this group of documents is indeed the procurement record for Project No.

RECEIVED
12:34 11/19/25
OFFICE OF THE ATTORNEY GENERAL
SOLICITOR DIVISION
ET

730-5-1059-L-YIG, especially when held up against a project cost in excess of \$140,000,000.00 dollars.

The incomplete documents purporting to be a procurement record, the impending award to Core Tech International ("CTI"), and the requirement that GPS bring these reasons for its aggrievement under the procurement law to DPW's attention in a timely manner compel the instant submission of this protest with your agency, without prejudice to any further ground for protest that may be contained in the complete procurement record.

The current grounds for GPS' protest are summarized here:

1. Because DPW was delayed in preparing the procurement record and has not provided GPS with the entire record of this procurement kept by DPW, GPS is compelled to protest what it views as an incomplete and improperly kept record of procurement.

2. The production of November 17, 2025, cannot, as a matter of law, be used to support a contract award to CTI. Guam law mandates that "each procurement officer shall maintain a complete record of each procurement." 5 G.C.A. § 5249. The basic requirements under 5 G.C.A. § 5249 mandate that each procurement officer maintain a complete procurement record that contains: (1) meeting records with dates, times, subject matter, and participants; (2) communication logs between government employees and the public, bidders, vendors, or manufacturers; (3) sound recordings of pre-bid conferences, negotiations, and small purchase discussions; (4) vendor brochures, submittals, and all drafts used in specification development; and (5) the requesting agency's determination of need. Additional requirements apply for specific procurement types, including extensive record-keeping for competitive sealed bidding processes. Moreover, no procurement award may be made without written certification under penalty of perjury that complete records have been maintained and are available for public inspection. These all appear to be missing from the 74-page record. Guam law categorically and independently prevents an award when the material record of the procurement was not properly maintained. Under Guam law, "a complete procurement record is required by law for an award," *Teleguam Holdings LLC v. Territory of Guam*, 2018 Guam 5, ¶ 35 (Guam May 14, 2018), citing 5 G.C.A. § 5250.

3. To the extent that the procurement record is incomplete, GPS cannot fully examine any other grounds for protest at this time, but reserves its right to protest on any additional ground should the procurement record subsequently be furnished.

RELIEF REQUESTED

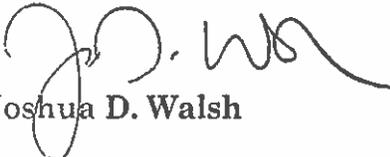
GPS requests that DPW render a decision that:

1. Determines that the lack of a procurement record prevents an award to CTI;
2. Determines that DPW must reissue the procurement so that a proper record can be kept from the inception, thus providing the public with a legal record that justifies and records the procurement process and decisions that are made.

Finally, this is a pre-award procurement protest of Department of Public Works Project No. 730-5-1059-L-YIG, and as such this correspondence statutorily triggers the Automatic Stay. Pursuant to 5 GCA § 5425(g), the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of this protest.

We look forward to your prompt and expeditious resolution of this protest.

Sincerely,



Joshua D. Walsh

ATTACHMENT G

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 25, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov



SUNSHINE ACT REQUEST

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

Our office continues to represent General Pacific Services. The Department of Public Works continues to stand upon the record provided to our office on November 17, 2025, as the procurement record in this matter. Given the clear lack of relevant documents contained in that record, GPS requests, pursuant to the Guam Sunshine Act, 5 G.C.A. §10101, *et seq.*, copies of the following public records still in the possession of the Department of Public Works ("DPW"):

- The initial price proposal submitted with Core Tech International's (CTI's) May 23, 2025, proposal response.
- The final negotiated draft contract between CTI and any entity of the government of Guam covering any work under Project No. 730-5-1059-L-YIG.
- The transcripts, minutes, and all audio or video recordings for negotiation meetings between CTI and DPW personnel.

While I understand that DPW may seek further extensions of time within which to respond to this information request, a prompt reply will allow my client the opportunity to review the responsive documents in such a manner so as to avoid

November 25, 2025

Page 2

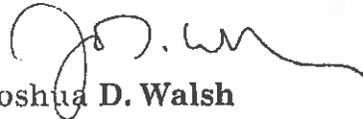
the need for a further, preemptive protest made necessary by the lack of a record production.

Please also understand that this additional information request is made without prejudice to our client's rights with respect to the failure to have provided these records originally as part of our October 30, 2025, information request.

We look forward to your prompt reply. Please do not hesitate to contact me if you need to discuss this request, or would prefer that I deal directly with your legal counsel.

Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,

A handwritten signature in black ink, appearing to read "J.D. Walsh", with a long horizontal flourish extending to the right.

Joshua D. Walsh

ATTACHMENT H



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

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



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

02 DEC 2025

VIA EMAIL AND HAND DELIVERY

Joshua D. Walsh
Razzano Walsh & Torres
A Professional Corporation
Pan American Building
139 Murray Blvd. Suite 100
Hagatna, Gu 96910

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Attorney Walsh,

This serves to respond to your November 25, 2025 letter requesting documents pertaining to the New Simon Sanchez High School. Given the nature and the number of documents, this serves to advise that pursuant to 5 GCA Section 10103E the department's response may be extended up to ten (10) calendar days, including Saturdays, Sundays and legal holidays. With this said we will respond to your request by December 12, 2025.

Please contact my office at 671-646-3131 should you have any further questions.

Sincerely,

Linda J. Ibanez,
Acting Director

ATTACHMENT I

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

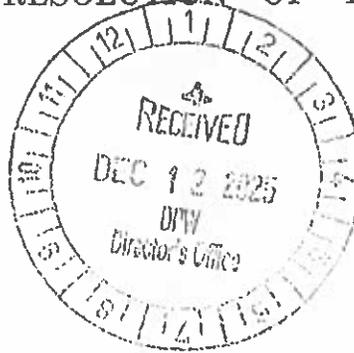
December 12, 2025

BID PROTEST

THIS IS A PRE-AWARD PROCUREMENT PROTEST OF DEPARTMENT OF PUBLIC WORKS PROJECT NO. 730-5-1059-L-YIG (THE "PROJECT"), AND AS SUCH THIS CORRESPONDENCE SERVES AS A STATUTORY TRIGGER FOR AN AUTOMATIC STAY REGARDING THE CONTINUED PROCUREMENT OF THE PROJECT. PURSUANT TO 5 GCA § 5425(G), THE TERRITORY SHALL NOT PROCEED FURTHER WITH THE SOLICITATION OR WITH THE AWARD OF THE CONTRACT PRIOR TO FINAL RESOLUTION OF THIS PROTEST.

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov



Re: Protest 2 of Award to Core Tech International for New Simon Sanchez High School — Unresponsive Bid.

Dear Director Arriola:

PROTEST

On December 3, 2025, the Department of Public Works ("DPW") informed my office that documents constituting portions of the procurement record were posted to a website page. We were directed to that page while DPW continued to fail in its obligations in responding to my client's previous freedom of information request and follow-up on correspondence regarding the deficient and obscured record of procurement for the for New Simon Sanchez High School project. Without prejudice to our expressed position that DPW has apparently failed to keep a legally sufficient

procurement record for this project, General Pacific Services ("GPS") has since undertaken a diligent review of what your agency has posted. That review is ongoing.

While the provided link still does not contain an actual procurement record — the smattering of posted documents intermixes documents for Simon Sanchez High School with various other projects such as "Lada Gardens Renovation" — the previously withheld documents also show that DPW has selected a facially non-responsive bid.

The total expenditure and financing limit set for this project under law was One Hundred Sixty-six Million Three Hundred Sixty-five Thousand Dollars (\$166,365,000). Core Tech International ("CTI") submitted a bid for work totaling One Hundred Ninety-five Million five hundred sixty-one thousand nine hundred and forty-six dollars (\$195,561,946) — *thirty million dollars in excess of that cap*. Despite this, DPW has pressed forward and declared its intention to enter into a contract with CTI. Because of that recent discovery, this letter is being submitted to you and serves as a formal second protest on behalf of our client, GPS, regarding the Department of Public Works' acceptance of Core Tech International's non-responsive bid for the New Simon Sanchez High School project. This protest ground — GPS's second — is explained more fully below.

As you know, DPW was required to issue and award the solicitation through the procurement process mandated by Guam Procurement Law for financing, construction, outfitting, insurance, and maintenance services for the New Simon Sanchez High School, with the determination of responsive offers made by the designated evaluation committee and the award issued accordingly. The *Ma Kâhat* Act limits the principal amount of financing for all aspects of the project to not more than One Hundred Sixty-six Million Three Hundred Sixty-five Thousand Dollars (\$166,365,000). CTI submitted a detailed price proposal bid amounting to One Hundred Ninety-five Million five hundred sixty-one thousand nine hundred and forty-six dollars (\$195,561,946), which significantly exceeds the statutory cap and is therefore unresponsive on its face.

Acceptance of a bid that exceeds the maximum authorized financing violates the statutory limitation and procurement framework governing this solicitation. CTI's assertion in a single line of its price proposal that DPW could subsequently make "selections" for deletion and "value engineer" the proposal like changing a rosary food catering menu to meet a limited family budget does not cure the submission of an unresponsive offer or the improper acceptance of such an offer; the threshold requirement is that the offer be responsive to the statutory ceiling at the

time of submission and evaluation. Even if the submission of a higher price that DPW could "value engineer" into compliance with law were ignored, the plain language of DPW's original proposal request clearly declares in Article XVI that "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." It is now clear that DPW has ignored this requirement, and is poised to enter into a contract with an offeror who submitted a variable proposal that was untethered to the *Ma Kâhat* Act.

As you know, GPS's responsive bid of Eighty-Six Million Four Hundred Thousand Dollars (\$86,400,000.00) dollars was passed over because your evaluation team rated CTI's bid just two points higher. We now know that CTI's bid was not only *more than double the price* of GPS, but non-responsive by exceeding the financing cap by over 30 million dollars. Rather than disqualify CTI for its facially non-responsive bid exceeding the financial cap set by the legislature, DPW ignored basic procurement law and entered into extended negotiations with CTI to set a still mysterious final price.¹ Even if that final negotiated price was somehow below the cap, the fact remains that the unresponsive bid should have been rejected at the inception of the bid review.

Accordingly, GPS requests that DPW: (a) reject CTI's bid as unresponsive; and (b) refrain from any award or proceed to cancel any intended award predicated on a bid exceeding the statutory financing cap. This would leave GPS as the sole remaining responsive bidder, and DPW should then begin immediate negotiations with GPS. Given that GPS's bid was more than \$80 million dollars less than CTI's bid, these negotiations would likely be completed in short order.²

¹ That price remains obscured since DPW refuses to release negotiation meeting recordings, call logs, and whatever DPW has deemed "pre-decisional working materials." DPW's failure to disclose the final negotiated contract amount prevents GPS from assessing compliance with the statutory financing limit and annual payment constraints, which continues to prejudice GPS's ability to pursue meaningful protest rights, or illuminate your procurement team's deficiencies more fully.

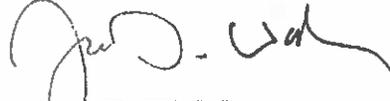
² The procuring authority is directed by Guam law to maximize the purchasing value of public funds. 5 G.C.A. § 5001 (b)(5). On an island where the Department of Education ("DOE") superintendent has declared that the impending \$40 Million dollar budget shortfall would mean his agency "...basically can't survive", the savings realized by the selection of GPS would certainly represent the maximization of value

December 12, 2025

Page 4

GPS expressly reserves all rights to supplement and pursue additional grounds of protest, including but not limited to challenges to responsiveness, responsibility determinations, evaluation scoring, and award decisions, once DPW provides the requested information.

Sincerely,



Joshua D. Walsh

cc: Thomas P. Keeler – *Assistant Attorney General*
tkeeler@oagguam.org

to the Guam taxpayer, and cover two years of DOE budgetary shortfalls. See, Pacific Daily News, *'We basically can't survive': Swanson warns of layoffs, at least 10 more school closures over \$40M GDOE budget shortfall*, August 12, 2025. Available at [https://www.guampdn.com/news/we-basically-can-t-survive-swanson-warns-of-layoffs-at-least-10-more-school-closures/article_fbde20df-03d5-4eb0-a65e-73dc0e50f8a1.html]. Put another way, the savings realized by moving on from the non-responsive CTI submission equates to the average salaries of about 1600 DOE teachers.

ATTACHMENT J

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

December 12, 2025

BID PROTEST

THIS IS A PRE-AWARD PROCUREMENT PROTEST OF DEPARTMENT OF PUBLIC WORKS PROJECT NO. 730-5-1059-L-YIG (THE "PROJECT"), AND AS SUCH THIS CORRESPONDENCE SERVES AS A STATUTORY TRIGGER FOR AN AUTOMATIC STAY REGARDING THE CONTINUED PROCUREMENT OF THE PROJECT. PURSUANT TO 5 GCA § 5425(G), THE TERRITORY SHALL NOT PROCEED FURTHER WITH THE SOLICITATION OR WITH THE AWARD OF THE CONTRACT PRIOR TO FINAL RESOLUTION OF THIS PROTEST.

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov



Re: Protest of Limited Project Scope Agreement; Simon Sanchez High School Redevelopment - FY25-26 Initial Phase Total Appropriated. Value: \$16,377,125.00

Dear Director Arriola:

PROTEST

Our office represents General Pacific Services ("GPS"), a Guam contractor and party interested in the work being procured for the demolition of the Simon Sanchez High School under the "Limited Project Scope Agreement" dated November 14, 2025,

and circulated by Core Tech International ("CTI") Chairman Ho S. Eun to numerous executive branch individuals on that same date.¹ (the "Project").

This is a pre-award protest submitted to address the separate demolition project now being advanced for the Simon Sanchez High School (SSHS) site. As you know, demolition of the existing SSHS facilities was originally within the defined scope of Project No. 730-5-1059-L-YIG and funded as an initial phase of the SSHS project. We have been provided no record demonstrating how the current, standalone demolition effort was procured in compliance with Guam procurement law, and we therefore protest any award, notice to proceed, or performance of demolition outside an approved procurement framework that is publicly disclosed and undertaken without a procurement record kept in conformance with 5 G.C.A. §5249.

To be certain, this is no minor project as the contract prepared for this work indicates total appropriated value of the work at \$16,377,125. This is odd, considering that demolition work was already encompassed within the scope and funding of the SSHS initial phase under Project No. 730-5-1059-L-YIG. Proceeding with a separate demolition project requires a clear record of lawful procurement—identifying the need, the solicitation, method, approvals, and contract authority—particularly because DPW previously anchored the SSHS procurement to the *Ma Kāhat Act* and the RFP governing Project No. 730-5-1059-L-YIG. We have not seen any record for a standalone demolition procurement. More, GPS has recently learned that CTI submitted a bid for work under Project No. 730-5-1059-L-YIG totaling to One Hundred Ninety- five Million five hundred sixty-one thousand nine hundred and forty-six dollars (\$195,561,946) — thirty million dollars in excess of the established statutory cap. That, coupled with this "Limited Project Scope Agreement", means that CTI is looking to be paid more than \$211 Million Dollars to complete a scope of work legislatively limited to just over \$166 Million Dollars that GPS was willing to do for \$86 million Dollars. This requires the Guam taxpayers to come up with another \$45,000,000.00 to pay CTI beyond the legislative cap, and to expend more than \$125

¹ On November 14, Mr. Ho Eun wrote an email with a proposed contract for demolition to the following recipients: Lester Carlson, Jeffrey Moots, Leslie Travis, Jon Junior M Calvo, Edward Birn, DPW SSHS CM Team, Linda Ibanez, Vincent Arriola, Christina Garcia, Carla Masnayan, and K. Erik Swanson PhD. He also copied Chit Bathan, Phobby Villanueva, Younghoon Kim, and Jacky Sanchez on the message. The email comes two weeks *after* GPS first sought the procurement record for Project No. 730-5-1059-L-YIG, and *after* numerous responses from DPW promising the record would be produced at a future date. When the record was eventually produced on November 17, 2025, this email was excluded from the production. More, while the Attorney General was listed as a signatory on the contract, he was not included in the email.

million dollars than necessary to obtain a new SSS— including the demolition of the old school building.

RELIEF REQUESTED

GPS requests that DPW render a decision that:

1. Determines that the lack of a procurement vehicle and record for " Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00" prevents and award to CTI;
2. Determines that DPW must either reissue the procurement publicly in the regular course, or maintain the scope of work as part of the already procured Project No. 730-5-1059-L-YIG

SUNSHINE ACT REQUEST

In addition to the protest, we request, on behalf of General Pacific Services ("GPS"), pursuant to the Guam Sunshine Act, 5 G.C.A. § 10101, *et seq.*, copies of the following Public Records in the possession of the Governor of Guam:

- The entire procurement record for the Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00, including, but not limited to, all correspondence between DPW and any potential bidders.

STAY OF PROCUREMENT

Finally, this is a pre-award procurement protest of Department of Public

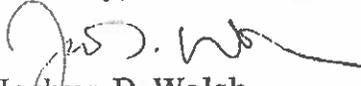
Works Project "Limited Project Scope Agreement; Simon Sanchez High School Redevelopment – FY25-26 Initial Phase Total Appropriated Value: \$16,377,125.00", and as such this correspondence statutorily triggers the Automatic Stay. Pursuant to 5 GCA § 5425(g), the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of this protest.

December 12, 2025

Page 4

We look forward to your prompt and expeditious resolution of this protest and response to our information request.

Sincerely,



Joshua D. Walsh

cc: Thomas P. Keeler – *Assistant Attorney General*
tkeeler@oagguam.org

ATTACHMENT K

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

January 16, 2026

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov



Re: Follow-Up on Pending Protest Decisions; Project No. 730-5-1059-L-YIG (New Simon Sanchez High School) and Limited Project Scope Agreement (SSHS Demolition).

Dear Director Arriola,

Our office continues to represent General Pacific Services ("GPS"). We write to follow up on the status and timing of DPW's decisions on GPS's pending pre-award procurement protests concerning Project No. 730-5-1059-L-YIG and the separate Simon Sanchez High School demolition agreement.

On November 19, 2025, GPS submitted a pre-award procurement protest regarding Project No. 730-5-1059-L-YIG, which also asserted the statutory automatic stay. On December 12, 2025, GPS submitted a second protest concerning DPW's acceptance of a Core Tech International bid for the same project that GPS contends is non-responsive, again invoking the statutory stay. Also on December 12, 2025, GPS submitted a protest of the Limited Project Scope Agreement for SSHS demolition work, identifying a stated total appropriated value of \$16,377,125.00 and asserting the statutory stay. On December 23, 2025, our office provided DPW with follow-up correspondence identifying proper service information for all responses, communications, and documents in connection with these protests. In addition, on December 4, 2025, our office followed up on DPW's procurement record production and overdue Sunshine Act responses related to the same project and protests. DPW has provided no response.

January 16, 2026

Page 2

Please advise when DPW anticipates issuing written decisions on each pending protest, including the expected decision dates and the agency point of contact for any remaining steps.

GPS remains open to discussions under the Guam procurement code to explore potential resolution of the protests, including structured meet-and-confer communications and any authorized informal resolution processes. We are available to confer on dates and formats convenient to the agency and can participate promptly upon your confirmation.

We appreciate your prompt attention and look forward to your response regarding the status and schedule for decisions.

Sincerely,



Joshua D. Walsh

cc: Thomas P. Keeler – *Assistant Attorney General*
tkeeler@oagguam.org

ATTACHMENT L

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.

W
✓ 5/23/25
11:25 am

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
11:28 am*

ATTACHMENT M



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

Revised Limited Project Scope Agreement for SSHS

Ho Eun <ho.eun@coretechintl.com>

Fri, Nov 14, 2025 at 10:58 AM

To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Jon Junior M Calvo <jon.calvo@guam.gov>, Edward <edward.birn@doa.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, Christina Garcia <cgarcia@investguam.com>, Carla Masnayon <cdmasnayon@gdoe.net>, "K. Erik Swanson PhD" <keswanson@gdoe.net>
Cc: Chit Bathan <chit.bathan@coretechintl.com>, Phobby Villanueva <phobby.villanueva@coretechintl.com>, Younghoon Kim <younghoon.kim@coretechintl.com>, Jacky Sanchez <jacky.sanchez@coretechintl.com>

Thank you for the revision. I've attached my signature for your convenience. If you need the original signature, please let me know so we can deliver it to the address you specify.

Best,

Ho

[Quoted text hidden]

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 Limited_Project_Scope_Agreement R2 (LESTER'S EDITS) 11 14 2025.pdf
241K

Limited Project Scope Agreement

Simon Sanchez High School Redevelopment – FY25-26 Initial Phase
Total Appropriated Value: \$16,377,125

THIS AGREEMENT is made and entered into as of [Date], by and between:

- Guam Department of Education (GDOE)
- Core Tech International (“Developer”)

Recitals

WHEREAS the parties desire to commence the initial phase of the Simon Sanchez High School (SSHS) redevelopment project, strictly limited to the \$16,377,125 appropriated in the Government of Guam’s Fiscal Year 2026 Budget, P.L. 38-60, Chapter 1(8), and consistent with P.L. 37-122;

WHEREAS, the parties agree that this initial phase shall include design for permit set, mobilization for demolition, demolition of the entire existing SSHS facility and clearing work, as detailed in the attached Schedule of Values (“SOV”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Scope Of Work

Design for Permit Set:

- Engage professional consultants to prepare architectural, engineering, and permitting documents.
- Submit all necessary documents for building permit approval and coordinate with regulatory agencies.

Mobilization for Demolition:

- Mobilize equipment and personnel for site access and safety.

- Provide temporary utilities, field offices, barricades, fencing, and security.
- Conduct a groundbreaking ceremony and project identification.

Demolition and Clearing:

- Perform complete demolition of the existing SSHS with selective demolition of water/sewer piping, chain link fences, gates, structures, footings, and foundations.
- Conduct asbestos abatement and lead-based paint remediation.
- Execute clearing and grubbing, topsoil stripping, fine grading, excavation, erosion and sedimentation controls, chemical termite control, and aggregate base course preparation.

Budget Allocation

The total value for this initial scope is \$16,377,125, allocated as follows (see attached SOV for details):

- General Conditions: \$9,117,163
- Civil (Demolition & Clearing): \$5,202,597
- Other Related Costs: \$2,057,365

Deliverables

- Permit-ready design documents
- Demolished, cleared and prepared site, ready for subsequent construction phases
- Compliance with all regulatory and safety requirements

Schedule

All work described herein shall be completed within the Fiscal Year 2026 budget period, in accordance with the attached Schedule of Values.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Limited Project Scope Agreement as of the date first written above.

Guam Department of Education

Signature: _____

Name:

Title:

Date:

Core Tech (Developer)

Signature:  _____

Name: Ho S. Eun

Title: Chairman

Date: Nov 14, 2025

Bureau of Budget and Management Research

Signature: _____

Name:

Title:

Date:

Certified funds available \$16,377,125

Douglass Moylan

Attorney General of Guam

Signature: _____

Date:

Governor of Guam

Signature: _____

Lourdes A. Leon Guerrero

Governor of Guam

Date:

Attachment:

- Schedule of Values for SSHS FY25-26 Initial Phase (New SSHS_SOV_1st
Year 111225 r1.xls.pdf)

New SSHA Schedule of Value for 1st Year

Item No.	Description	Qty	Unit	Labor	Material	Subcontract	Equipment	Other	Total
01-General Condition									
0001									
01-11-31.00	Professional Consultants	1	LS		8,661	7,489,564		51,963	\$ 7,550,487.00
01-31-00.00	Project Management	1	LS	78,319				491	\$ 178,889.00
01-31-13.10	Groundbreaking Ceremony	1	LS					8,500	\$ 8,500.00
01-41-26.50	Building Permt Fees	1	LS					652,608	\$ 652,608.00
01-51-12.00	Temporary Utilities	1	LS	1,769	42,526			21,074	\$ 65,369.00
01-52-13.00	Field Offices And Sheds	1	LS	81,807	110,785	17,321	4,612	124,393	\$ 338,988.00
01-54-38.00	Equipment Mobilization	1	LS				61,432		\$ 61,432.00
01-56-23.00	Temporary Barrieades	1	LS	12,788	22,664		4,388		\$ 40,040.00
01-56-28.00	Temporary Fencing	1	LS	11,829	42,399		3,222		\$ 57,450.00
01-56-32.00	Temporary Security	1	LS	181,285					\$ 181,285.00
01-58-00.00	Project Identification	1	LS	287	1,848				\$ 2,135.00
	0001 Sub Total			\$ 448,233.00	\$ 229,062.00	\$ 7,507,185.00	\$ 73,654.00	\$ 859,029.00	\$ 9,117,163.00
01-General Condition									
				\$ 448,233.00	\$ 229,062.00	\$ 7,507,185.00	\$ 73,654.00	\$ 859,029.00	\$ 9,117,163.00
08-Civil									
0001									
02-41-13.38	Selective demolition, water & sewer piping & fittings	1	LS	26,384			\$ 310,344		\$ 335,709.00
02-41-13.62	Selective demolition, chain link fences & gates, fence, fabric & accessories	1	LS	615			\$ 1,680		\$ 2,295.00
02-41-16.13	Structure Demolition	1	LS			1,017,715			\$ 1,017,715.00
02-41-16.17	Building Demolition Footings and Foundations	1	LS			222,374			\$ 222,374.00
02-82-13.00	Asbestos Abatement	1	LS			207,379			\$ 207,379.00
02-83-19.00	Lead-Based Paint Remediation	1	LS			271,893			\$ 271,893.00
	0001 Sub Total			\$ 25,980.00	\$ -	\$ 1,719,361.00	\$ 312,024.00	\$ -	\$ 2,057,365.00
0002									
31-14-13.23	Clearing & Grubbing, Topsoil stripping	1	LS	16,140			49,620		\$ 65,760.00
31-22-16.00	Fine Grading	1	LS	29,819			27,684		\$ 57,503.00
31-23-16.16	Structural Excavation	1	LS	99,473			400,978		\$ 500,451.00
31-23-16.14	Excavating, Utility Trench	1	LS	301,955			785,759		\$ 1,087,714.00
31-23-16.42	Excavating, Bulk Bank Measure	1	LS	15,989			77,555		\$ 93,544.00
31-23-23.00	Backfill	1	LS	74,333	77,646		149,070	38	\$ 301,085.00
31-23-23.15	Borrow, Loading And/Or Spreading	1	LS	368,325	239,170		228,506		\$ 836,001.00
31-23-23.20	Hauling	1	LS	22,959			190,228	275,724	\$ 488,911.00
31-23-23.23	Compaction	1	LS	285,515			369,528		\$ 655,043.00
31-25-00.00	Erosion And Sedimentation Controls	1	LS	1,918	418				\$ 2,336.00
31-31-16.13	Chemical Termite Control	1	LS			166,714			\$ 166,714.00
32-11-23.00	Grade-Crushed Aggregate Base Course	1	LS	60,570	799,214		107,760		\$ 967,544.00
	0002 Sub Total			\$ 1,256,998.00	\$ 1,116,438.00	\$ 166,714.00	\$ 2,386,889.00	\$ 275,760.00	\$ 5,202,597.00
08-Civil									
				\$ 1,256,998.00	\$ 1,116,438.00	\$ 166,714.00	\$ 2,386,889.00	\$ 275,760.00	\$ 5,202,597.00
Grand Total				\$ 1,731,209	\$ 1,345,500	\$ 9,393,260	\$ 2,772,367	\$ 1,134,789	\$ 16,277,125