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**RECEIVED**  
 OFFICE OF THE PUBLIC AUDITOR  
 PROCUREMENT APPEALS

SFP 11 2009  
 TIME: 4:49 pm  
 BY: *Wish*  
 FILE No. OPA-PA 09-005

Attorneys for the Department of Public Works

**BEFORE THE GUAM PUBLIC AUDITOR**  
**Procurement Appeal**

IN THE APPEAL OF:	)	DOCKET NO. OPA-PA 09-005
	)	
GUAM COMMUNITY IMPROVEMENT	)	
FOUNDATION, INC.	)	<u>AGENCY REPORT</u>
	)	[2GAR §§12104(c)(3) & 12105]
Appellant.	)	
	)	
	)	

AGRUMENT

1. Being defective on its face, the Protest fails to justify an appeal to OPA and the Public Auditor should dismiss the appeal for lack of Jurisdiction.

1.1 Protest Insufficient to Invoke OPA Jurisdiction to Hear the Appeal. The

Public Auditor's jurisdiction shall be utilized to promote the integrity of the procurement process and the purposes of 5 GCA §5703. An invalid Protest does not pose a threat to the integrity of the procurement process and an exercise of the Public Auditor's jurisdiction is not required. The Public Auditor has the power to review and determine "any matter properly submitted" to her. *Id.* An appeal based upon a defective Protest, does not constitute a "matter properly submitted" to the Public Auditor and no exercise of her jurisdiction is required. To be "properly submitted", a protest must state reasons that are "substantiated"

with "supporting exhibits, evidence or documents". 2 GAR Div. 4, §9101(2)(c) & (d). No such supporting documentation accompanied the GCIF Protest, contrary to the rule. An unsubstantiated, unsupported protest is improperly submitted and therefore insufficient to require the exercise of the Public Auditor's jurisdiction to protect the procurement process integrity.

**1.2 Invalid Protest.** GCIF's 5 August 2009 Protest states on p.2, (a) that according to an unspecified, unsubstantiated media report on an unspecified date, an "indication" purportedly given by the Procurement Officer that depending on the passage of then pending legislation, the RFP would be replaced by a new RFP and (b) on the basis of another unspecified, unsubstantiated media report, Protester could only "surmise"<sup>1/</sup> a thing or two regarding an "illegal scenario". This is sheer speculation based upon a totally unauthorized source.

Moreover, the Protest fails to state upon what "phase of solicitation or award" it is based, per 2 GAR Div. 4, §9101(2).

The protester must "know or should know of the facts giving rise" to being aggrieved. In the Appeal of IBSS, OPA-PA-08-011.

Conclusory and unsupported allegations of impropriety in awarding a contract are insufficient to raise triable issues of fact on appeal and such a protest must be dismissed. In re Application of Eugene Iovine, 620 N.Y.S.2d 398 (A.D. 2 Dept., 1994). Where petitioner's allegations that award of contract was unlawful and in violation of General Municipal Law were unsupported by factual allegations which would overcome presumption that county purchasing agent acted properly, determination that contract was properly awarded after competitive bidding would not be disturbed. Theodore J. Burke & Son, Inc. v.

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<sup>1/</sup> surmise: to think or infer without certain or strong evidence; conjecture; guess; a thought or idea based upon scanty evidence. (Webster's New Collegiate Dictionary)

The County of Dutchess et al., 50 A.D.2d 918, 377 N.Y.S.2d 585, 1975. An unsuccessful bidder on contract to manage billboard advertising for New Jersey Transit Corporation failed to rebut the presumption that government officials act in good faith in the unsuccessful bidder's appeal. Viacom Outdoor Group, Inc. v. New Jersey Transit Corporation and All Vision, LLC, 2006 WL 2192008 (N.J.Super.A.D.)

**1.3 Unless aggrieved Protestor has no appeal from protest denial.** Nowhere in the Protest is there any allegation of prejudice, or that Protester was in any way aggrieved. Only "aggrieved" bidders can protest.

Right to Protest. Any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency. 5 GCA §5425(a). (emphasis added)

*Appellant* means an aggrieved person who Appeals to the Public Auditor a decision of the Chief Procurement Officer, the Director of Public Works, the head of a Purchasing Agency, or the designee of such officer. 2 GAR Div. 4, §12102(a) (emphasis added)

*Protestor* means any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract and who filed a protest, or who has received a notice of suspension or debarment. Such a protestor is sometimes referred to herein as an "aggrieved person." *Id.*,(c) (emphasis added)

**1.4 A knowingly baseless protest unjustifiably disrupts the procurement process and an appeal based thereon should be disallowed.**

Filing of a formal Protest has serious consequences. To interrupt the procurement process by the filing of a speculative protest still mandates a stay of the process under 2

GAR Div. 4, §9101(4)(e) conjectural protest filed as a tactic not proceeding in good faith. Procurement Regulations require good faith:

Requirement of Good Faith: These regulations require all parties involved in the negotiation, performance, or administration of territorial contracts to act in good faith. Id., §1105

In instances where a baseless protest, made in bad faith, “fraudulently, frivolously or solely to disrupt the procurement process”, the protester can be required by GovGuam to pay costs incurred thereby by the Government. 2 GAR §9101(g)(2). Here the Procurement Officer reserves the right to make such an assessment and suggests that the unnecessary and extremely costly cessation of the procurement process occasioned by the filing of a protest devoid of any merit clearly warrants rejection of GCIF’s appeal.

**2. Taken in the light most favorable to Protester, the Protest is without merit.**

**2.1 The Bill1(4-S) Protest:** Even assuming that the Procurement Office really did make the statements attributed to him by Protester, an intention to cancel the RFP contingent upon a condition subsequent (enactment of legislation) is prospective in nature, without lawful authority and completely non-binding, without legal effect and unenforceable. Such a comment does nothing to compromise any phase of the current procurement bid process and because of it, Protester has not alleged prejudice, that it was aggrieved or even inconvenienced.

**2.2 A Scenario Surmise of IBC Bid Non-compliance.** There was no bid non-compliance by virtue of the fact of arranging the satisfaction of the bid relating to project financing. There is nothing about coordinating bond financing with GEDA



that violates any provision of the procurement regulations whatsoever. This basis for the protest is useless as true.

**3. MATTERS NOT RAISED IN THE PROTEST CANNOT BE RAISED FOR THE FIRST TIME ON APPEAL TO OPA.**

The protest must contain every issue known (or should be known) to the bidder making the protest. Additional issues cannot be later included in the appeal, absent newly discovered evidence (in which case a new and separate protest should be filed). In the Appeal of Captain, Hutapea & Associates, Appeal No. OPA-PA-08-009; In the Appeal of Latte Treatment Center, Inc., Appeal No. OPA-PA-08-008 (p.8, B. Issues Concerning LTC's Contract and Cancellation of Prior RFP's Not Properly Before the P.A.); see also, arguments rejected in In the Appeal of Guam Publications, Inc. OPA-PA-08-007 (at III, A, beginning at p.6). Consequently, any and all new matters not contained in the Protest, raised for the first time by the 26 August 2009 Notice of Appeal herein must be excluded from consideration by OPA notwithstanding any attachment to this Agency Report (including but not limited to those in composite Exhibit G hereto), filed herein without prejudice to this legal argument.

**CONCLUSION**

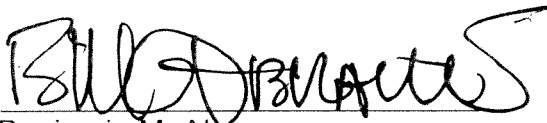
No governmental or public purpose is served by consideration of this appeal by the OPA. OPA should decline to exercise its jurisdiction over this appeal, in that the Protest, being defective on its face does (a) not raise matters threatening the integrity of the procurement process and (b) does not constitute a properly submitted matter to OPA's attention. The speculative, conjectural nature of the protest did not prejudice or aggrieve GCIF, nor did the

protest cite any direct or indirect violation of the law relating to the procurement process.

Consequently, the appeal herein should be rejected and denied.

Respectfully submitted, this 11<sup>th</sup> day of September 2009.

OFFICE OF THE ATTORNEY GENERAL  
Alicia G. Limtiaco, Attorney General

By:   
Benjamin M. Abrams  
Assistant Attorney General



# **EXHIBIT A**

F RANDALL CUNLIFFE  
JEFFREY A. COOK  

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JEFFREY A. MOOTS

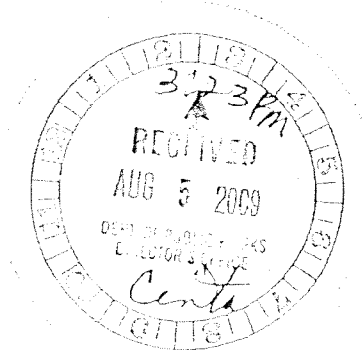
LAW OFFICES  
*Cunliffe & Cook*  
Suite 200  
210 Archbishop F.C. Flores Street  
Hagåtña, Guam 96910

TELEPHONE (671) 472-1824  
TELEFAX (671) 472-2422  
E-MAIL cclaw@teleguam.net

August 5, 2009

Mr. Lawrence P. Perez, Director  
DEPARTMENT OF PUBLIC WORKS  
542 North Marine Drive Corps Drive  
Tamuning, Guam 96913

RE: Protest



Dear Director Perez:

On November 18, 2008, a Request for Proposal for the construction of a new JFK High School, Finance, Demotion, Design, Build, Maintain and Leaseback was issued under your signature. In Addendum No. 2, dated December 19, 2008, in response to questions 5 and 6, contains the following indications:

The RFP was intended to procure the best possible financing and construction package. . . . The intent of placing the financing as a critical aspect of the RFP as it will involve comparison analysis outlining the greatest benefits to the Government.

On page 10 of 25, item 3.13(b) and 3.13(c) of the RFP requests that each proposer submit the firm's financial structure in detail to include term sheets and other hypothetical scenarios, including interest rates.

A letter dated January 16, 2009, signed by Lawrence P. Perez on or about March 4, 2009, addressed to Mr. Anthony Sgro, President, Guam Community Improvement Foundation, Inc., contained the following paragraph:

Upon the completion of the evaluation of the interview forms, we wish to inform you of your firm ranking as number 3, by the selection/evaluation committee Although your proposal will not be subject for contract negotiations at this time, please be advised that DPW wishes to retain your proposal as the initial evaluation and not exclude your proposal from further consideration.

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Attorneys for the Department of Public Works

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SEP 08 2009

TIME: 4:40 PM  
 BY: JA  
 FILE No. OPA-PA 09-005

**RECEIVED**  
 CUNLIFFE & COOK  
 Date: 9/8/09  
 Time: 4:20 P.M. By: [Signature]

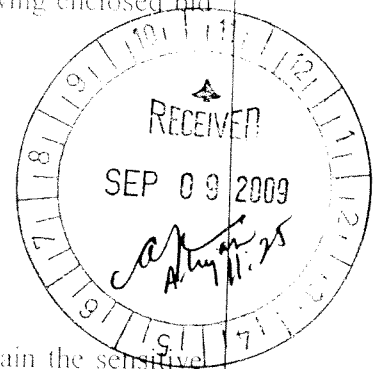
**BEFORE THE GUAM PUBLIC AUDITOR**  
**Procurement Appeal**

IN THE APPEAL OF: ) DOCKET NO. OPA-PA 09-005  
 )  
 GUAM COMMUNITY IMPROVEMENT ) SUPPLEMENTAL PROCUREMENT  
 FOUNDATION, INC. ) RECORD (PROPRIETARY) TRANS-  
 ) MITTAL COVER SHEET (FILED  
 Appellant. ) UNDER SEAL  
 )  
 )

Pursuant to 2 GAR Div. 4, Chap. 12, § 12104 (c)(3), the Department of Public Works by and through its undersigned counsel, transmits herewith the complete proprietary portion of the procurement record relevant to the appeal herein, consisting of the following enclosed bid proposals by:

- (1) International Bridge Corporation (8 January 2009)
- (2) Guam Educational Financing Foundation (31 December 2008)
- (3) Guam Community Improvement Foundation (8 January 2009)

Each of these three bid proposals are inherently proprietary and contain the sensitive work-product of the bidders. Consequently formal request is hereby made pursuant to 5 GCA



page 1 of 2 pages  
 In the Appeal of - Guam Community Improvement Foundation, Inc  
 Supplemental Procurement Record (Proprietary) Transmittal Under Seal  
 Office of the Public Auditor - Docket No. OPA-PA 09-005



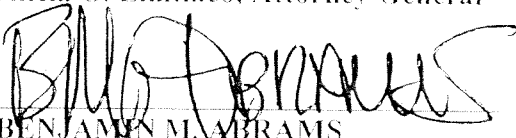
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1 §52529b) and 2 GAR Div. 4, Chap. 12, § 12106. to keep such information submitted  
2 exclusively to the Office of the Public Auditor ("OPA") under seal herewith, strictly  
3 confidential and OPA is urged to take all possible precautions for avoidance of any direct or  
4 indirect disclosure of the proprietary secrets therein contained to any third party.

5 Dated this 8<sup>th</sup> day of September 2009.

6  
7 OFFICE OF THE ATTORNEY GENERAL  
8 Alicia G. Limtiaco, Attorney General

9 By:

10   
11 BENJAMIN M. ABRAMS  
12 Assistant Attorney General  
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**Chapter 12 – Procurement Appeals to the Public Auditor §12105  
Agency Report**

- Exhibit A - Protest
- Exhibit B1 - Offer Submitted by Appellant-Guam Community Improvement Foundation, Inc. – Submitted under Seal on September 8, 2009, 4:40 p.m.
- Exhibit B2 - Offer being Protested Submitted by International Bridge Corporation Submitted under Seal on September 8, 2009, 4:40 p.m.
- Exhibit C – Solicitation, including Specifications
- Exhibit D – Abstract of Offers
- Exhibit E – Notices to Offerors stating Ranking of their Proposals
- Exhibit F - Decision Appealed from
- Exhibit G1- Statement by DPW Answering the Allegations of the Appeal
- Exhibit G2 – Statement by GEDA Answering the Allegations of the Appeal
- Exhibit H - Not Applicable
- Exhibit I - Declaration Re Court Action
- Exhibit J - Decision in Procurement Appeal No. OPA-PA-08-009





**EXHIBIT B1**

COPY

GCIFI PROPOSAL  
For  
Construction of the New  
John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain,  
and Leaseback (FDDBML) Part I and Part II  
Dated: January 8, 2009

In Response To:  
Request for Proposal  
Project No. 700-5-1020-L-TAM and  
Addenda 1, 2 and 3

Submitted By:  
Guam Community Improvement Foundation, Inc.  
(GCIFI)  
Contact Person: Mr. Anthony P. Sgro, President  
1900 Harmon Loop Road, Suite 107  
Dededo, Guam 96929  
Tel: 671-688-0600  
E-mail: GCIF.Inc@gmail.com

OPA-PA-09-005  
PRIVATE AND CONFIDENTIAL  
**NOT FOR DISTRIBUTION**

Attachment No. **3**

000007



**EXHIBIT B2**

Proposal In Reply To:

Construction of the

# JOHN F. KENNEDY HIGH SCHOOL

Finance, Demolition, Design, Build,  
Maintain and Leaseback (FDDBML)  
Project No. 700-5-1020-L-TAM



Presented By:



**International Bridge Corporation**

P. O. Box 21149; GMF, Guam 96921

Ph: 671.646.1000 FX: 671.646.5956

Submitted: January 8, 2009

OPA-PA-09-005

PRIVATE AND CONFIDENTIAL

**NOT FOR DISTRIBUTION**

Attachment No. **1**

000005

**Proposal**

CONSTRUCTION OF THE NEW JOHN F. KENNEDY  
HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN,  
LEASEBACK (FDDDBML)

PROJECT NO. 700-5-1020-L-TAM

December 31, 2008

**Proposer**

GUAM EDUCATIONAL FINANCING FOUNDATION

**Address**

3060 Peachtree Road, Suite 1700  
Atlanta, GA 30305

**Contact &  
Phone Number**

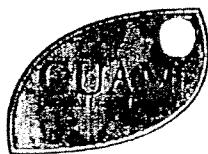
Richard B. Inman, Jr., Chairman  
404-504-2772 - office  
404-504-2790 - fax

**OPA-PA 09-005**

**PRIVATE & CONFIDENTIAL**

**NOT FOR DISTRIBUTION**

**Attachment No. 2**







**EXHIBIT C**

**INVITATION TO BID or  
REQUEST FOR PROPOSAL**

**2**

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The Honorable  
**Felix P. Camacho**  
Governor

The Honorable  
**Michael W. Cruz, M.D.**  
Lieutenant Governor



**public works**  
DIPARTAMENTON CH'ECBO' PUPLEKO  
Lawrence P. Perez  
Director  
Andrew S. Leon Guerrero  
Deputy Director

## REQUEST FOR PROPOSALS

### CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD MAINTAIN AND LEASEBACK (FDBML) PART I AND II

**PROJECT NO. 700-5-1020-L-TAM**

The Honorable Felix P. Camacho, Governor of Guam, together with the Guam Public School System (GPSS) Superintendent, Nerissa Bretania-Shafer, through the Director of the Department of Public Works (DPW), Lawrence P. Perez, announces the solicitation of the aforementioned Request for Proposals (RFP).

A **NON-REFUNDABLE FEE OF \$200.00 (TWO HUNDRED DOLLARS)** is required as payment for each set of proposal documents which can be obtained at the Department of Public Works, Division of Capital Improvement Projects – Contracts Administration, beginning November 21, 2008, Monday through Friday, excluding holidays between the hours of 9:00 am and 4:00 pm.

A **PRE-PROPOSAL CONFERENCE** will be held at **9:00 AM** on **DECEMBER 2, 2008**, at the Department of Public Works, Division of Capital Improvement Projects – Contracts Administration, Building B, 1<sup>st</sup> floor.

The **PROPOSAL SUBMITTALS** shall be accepted no later than **4:00 PM** on **DECEMBER 16, 2008**, at the Department of Public Works, Division of Capital Improvement Projects – Contracts Administration, Building B.

*hpc*

*[Signature]*  
11/18/08  
**LAWRENCE P. PEREZ**  
**DIRECTOR**

**REQUEST FOR PROPOSAL**

**CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND  
LEASEBACK (FDDBML)**

**PROJECT NO. 700-5-1020-L-TAM**

**FELIX P. CAMACHO  
Governor of Guam**

**Prepared by:**

**Department of Public Works  
Government of Guam**

**2008**

**000010**

## REQUEST FOR PROPOSAL

### CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDDBML)

PROJECT NO. 700-5-1020-L-TAM

#### I. INTRODUCTION

##### 1. EXECUTING AGENCY

The Governor of Guam through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA) hereby issues this Request for Proposal (RFP) for a Finance, Demolition, Design, Build, Maintain and Leaseback Project (FDDBML) for One (1) New High School in Tamuning.

All proposals submitted under this RFP must comply with Government of Guam requirements incorporated specifically in the FDDBML invitation, or if silent in the RFP, as applicable under Guam Procurement Law, Rules and Regulations.

This solicitation for FDDBML describes the scope of services required from the successful Proposer and provides instructions for the submission of proposals.

##### 2. WHO MAY SUBMIT A PROPOSAL

Any "Developer, Contractor or Finance Company" may submit a proposal.

"Developer, Contractor or Finance Company" shall mean any COMPANY organized and operating under the laws of any state or territory of the United States and who may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of the Revenue and Taxation. A special purpose corporation proposal may also be a consideration.

##### 3. PURPOSE

The successful Proposer will serve as the primary lessor of the schools for the Government of Guam.

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
Project No. 700-5-1020-L-TAM

Page 1 of 28 (AD-2)

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## II. INTENT

The Governor of Guam through the Department of Public Works intends to obtain high school facility through a municipal leaseback program as described in this Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) project with a maximum of \_\_\_\_\_ dollars (\$ 0.00) annual amortization on best possible financial terms at the desired level of service. The terms and conditions of the lease shall be as determined by I Maga'lahaen by the execution of a lease agreement; provided, however, that the lease shall mature not later than the year 2038.

## III. SCOPE OF WORK

The Scope of Work for Part I- Financing is part of the criteria in which all the proposals submitted will be based on. This section will be scored based on assigned weights as indicated in Evaluation Form. The overall weight of this Part I is 70%. The Municipal Leaseback Company shall be able to perform the following:

- a. Term Sheet to include all interest charges, fees and expenses
- b. Responsiveness of Proposal
- c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specifications, which is Part 1 of this Request for Proposal.
- d. Ability of Lessor to structure municipal leases from \$10,000,000.00 to over \$300,000,000.00 Please provide examples of municipal leases financed.
- e. Ability of Lessor 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.
- f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
- g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).

### **REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
Project No. 700-5-1020-L-TAM

Page 2 of 28 (AD-2)

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Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body 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 appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

- h. Ability of Lessor to provide 100% financing for the facility, including demolition, design, construction, maintenance and other related costs to complete the projects as per Technical Specifications.
- i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis.

#### IV. PROPOSER QUALIFICATION

The following minimum criteria shall be met:

1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the award.
2. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this FDDBML, in accordance with the terms and conditions specified herein.
3. Proposer must have knowledge, experience in the municipal leaseback business. Examples should be provided.
4. Proposer must have knowledge, experience in managing a municipal leases for schools or related public buildings. Examples should be provided.

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
Project No. 700-5-1020-L-TAM

## V. PLEDGED SECTION 30 REVENUES

The Government intends to pledge rental payments under the Lease and the Lease-Back may be secured by a pledge or other reservation of revenues received by or on behalf of the government of Guam from the United States of America pursuant to Section 30 of the Guam Organic Act (48 U.S.C.A. Section 1421h). Pursuant to Public Law 29-114, any pledge or reservation of Section 30 revenues authorized by Chapter 58A of Title of the Guam Code annotated shall be subordinate only to the existing lien securing the government of Guam Series 2001A Bonds. Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge and reservation is made and shall be limited to Nine Million Eight Hundred Twenty five Dollars (\$9,825,000) per year during the Lease-Back Period. In no event shall the end of such Lease-Back Period be later than the date thirty (30) years from the schedule date of completion of the Education Facility.

The annual commitment of Section 30 Revenues authorized in the Act is based on the sum of Section 30 Revenue available after the final payment on the Government of Guam Limited Obligation (Section 30) bonds, Series 2001A, of which final maturity date is December 1, 2012.

Section 30 revenues include all amounts received by or on behalf of the Government as proceeds of customs duties and federal income taxes derived from Guam, the proceeds of all taxes collected under the internal revenue laws of the United States on articles produced in Guam and transported to the United States, its Territories, or possessions, or consumed in Guam, and the proceeds of any other taxes which may be levied by Congress on the inhabitants of Guam (including, but not limited to, compensation paid to members of the Armed Forces and pensions paid to retired civilian and military employees of the United States, or their survivors, who are residents of, or who are domiciled in, Guam), and all quarantine, passport, immigration and naturalization fees collected in Guam, and such other taxes as may be collected pursuant to Section 30 of the Organic Act, and held in account for the Government.

The Government has issued its Limited Obligation (Section 30) Bonds, 2001 Series A (the Section 30 Bonds), currently outstanding in the aggregate principal amount of \$35,365,000 and with a final maturity in Fiscal Year 2011. While the Section 30 Bonds remain outstanding, all Section 30 revenues are received directly from the United States government by Bank of Guam as trustee for the Section 30 Bonds. After all requirements of the indenture for the Section 30 Bonds are met, including payment of the Section 30 Bonds, Section 30 revenues remaining are available for

### **REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
Project No 700-5-1020-L-TAM



General Fund expenditures. Section 30 revenues are also used for the payment of the loan incurred by the Government in 2002 pursuant to Public Law 26-84, currently outstanding in the principal amount of \$5,942,612, and one-half of any Section 30 revenues in excess of \$100,000,000 are to be used each year for the early redemption of the Government of Guam General Obligation Bonds, 2007 Series A, currently outstanding in the aggregate principal amount of \$151,935,000.

Schedule of Section 30 Revenues Requested and Received Fiscal Years 2004-008

Fiscal Year	Advance Requested	Advance Received	Adjustment for Overprovision	Supplemental Amount	Total Received
2004	\$42,389,014	\$31,725,960	\$ 0	\$ 0	\$31,725,960
2005	51,291,551	51,291,551	\$ 0	\$ 0	51,291,551
2006	56,824,861	56,824,861	\$ 0	\$ 0	56,824,861
2007	57,416,032	57,416,032	(5,506,684) <sup>(2)</sup>	21,175,749 <sup>(3)</sup>	73,085,097
2008 <sup>(1)</sup>	43,937,321	43,937,321	(5,506,684)	1,794,592 <sup>(4)</sup>	40,225,229

Section 30 revenues are anticipated to be received in the amount of \$38,869,372 for Fiscal Year 2009.

<sup>(1)</sup> Unaudited numbers.

<sup>(2)</sup> Reduction due to over-claims in Fiscal Years 2003 and 2004 of approximately \$16.5 million. This amount is being deducted in equal installments from payments for Fiscal Years 2007 to 2009.

<sup>(3)</sup> IRS retroactive adjustment on the Office of Personnel Management retirees from 1984 to 2005

<sup>(4)</sup> IRS retroactive adjustment on total certification from IRS versus total monies received.

Source: Government of Guam Department of Revenue and Taxation and Bureau of Budget and Management Research.

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
 Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
 Project No. 700-5-1020-L-TAM

The amount for municipal lease and maintenance shall be a maximum of \_\_\_\_\_ Dollars (\$ 0.00) annually or best financial terms at the desired level of service for thirty (30) years.

## VI. TECHNICAL SPECIFICATIONS

The Technical Specifications is a part of the criteria in which all proposal submitted will be base. This part has an overall weight of thirty (30%) percent. The technical specifications is Part II.

## VII. SPECIAL PROVISIONS

### I. Indebtedness limitation.

Section 11 of the Organic Act of Guam (Section 1423a of Title 48 of the United States Code Annotated) limits the amount of "public indebtedness" of the Government of Guam to an amount "not in excess of 10 per centum of the aggregate tax valuation of the property in Guam". The intent of this RFP is that the obligation of the Government on the leases described herein not be "indebtedness" of the Government within the meaning of Section 11. Since there is, as yet, no case law in Guam creating a judicial exception to the debt limitation for financing leases, it is the intent of the Government to conduct a "validation action" to confirm that treatment prior to the signing of the lease.

## VIII. GENERAL CONDITIONS

### I. GENERAL INFORMATION

#### 1.1 ISSUING OFFICER

This solicitation is issued by the Government of Guam through DPW with the assistance of GEDA. The individual listed below is the sole point of contact from the date of release until the selection of the winning proposer:

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Construction of New John F. Kennedy High School  
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Name: Lawrence P. Perez  
Title: Director, DPW  
  
Department Name: Department of Public Works  
Mailing Address 1: 542 North Marine Drive  
Tamuning, Guam 96913  
  
Telephone: (671) 646-3131/646-3217/646-3117  
Facsimile: (671)646-3169

1.2. CHIEF PROCUREMENT OFFICER

The Chief Procurement Officer is responsible for overseeing the RFP, including monitoring and assessing contractor performance. The Chief Procurement Officer for this RFP award is:

Chief Procurement Officer: Lawrence P. Perez  
Title: Director, DPW  
Agency: Department of Public Works  
Contact Number: (671) 646-3131/646-3217/646-3117  
Fax Number: (671) 649-3169

1.3 PROPOSAL DUE DATE

Each qualified Proposer may submit only a basic proposal. Alternate proposals shall not be accepted. One (1) original and seven (7) copies of the proposal shall be submitted. Proposals shall be received by DPW not later than ~~2008~~. Any proposals received after this date and time SHALL NOT be accepted. The Government of Guam is not required to seek proposals for this service; it has chosen to do so in its best interest. The Government of Guam reserves the right to seek new proposals when such is reasonably in the best interest of the government.

1.4 INCURRED EXPENSES

Any costs incurred by Proposers in preparing or submitting a proposal are at the Proposers' sole responsibility.

1.5 DISQUALIFICATION OF PROPOSAL

DPW and GEDA reserves the right to consider for award only those proposals submitted in accordance with all requirements set forth in this solicitation. Any proposal offering any other set of terms and conditions, or terms and conditions contradictory to those included in this FDDBML, may be disqualified without further notice.

1.6 CANCELLATION OF FDDBML

This solicitation may be canceled and any or all proposals may be rejected in whole or in part, when it is deemed to be in the best interest of the Government of Guam.

1.7 ADDENDUM AND AMENDMENT TO RFP

If it becomes necessary to revise or amend any part of this RFP, the Government of Guam furnish a revision by written Addendum to all prospective Proposers who received an original RFP. It will be the responsibility of the Proposer to contact the Contract Administration at the Department of Public Works prior to submitting a proposal to ascertain if

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any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.8 HOLD HARMLESS

The successful Proposer shall agree to release, indemnify and hold harmless the Government of Guam from and against any and all liabilities, claims, suits, damages, charges of expenses (including attorney's fees, wether at trial or appeal) which the Government of Guam may suffer, sustain, incur in any way subjected to by reason of or as a result of any act, negligence or omission on the part of the successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the successful Proposer and the Government of Guam will enter, except when caused solely by the fault, failure or negligence of the Government of Guam will enter, except when caused by the fault, failure or negligence of the Government of Guam, its agents or employees.

1.9 PROPOSAL BINDING

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

- 2.1 To ensure fair consideration for all proposers, the Department of Public Works prohibits prospective proposer's communication with any department employee during the submission process. Questions relative to interpretation of specifications or the proposal process shall be addressed to the Department of Public Works during the pre-proposal conference. Additionally, the Department of Public Works prohibits communications initiated by a proposer with any Government of Guam Official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate Department of Public Works official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal.

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Communication so initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### 3. CONTENT OF PROPOSAL

3.1 Proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill requirements of the proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

3.1.1 Title Page. Type the name of proposer's agency/firm, address, telephone number (s), name of contact person(s), date and title of the RFP. The Proposer shall use the exact legal name, as registered or to be registered with the Department of Revenue and Taxation, in the appropriate space(s), in the RFP Submission Packet.

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

3.1.3 Response to Proposal. Specifically state the proposer's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the RFP.

3.1.3a Please provide a brief overview of your firm, including a description of capital, credit ratings and experience.

3.1.3b Please include your firm's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

3.1.3c Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.

3.1.3d Discuss the estimated time line for the issuance of this lease and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such as credit committees, and their effects, if any, on the terms and conditions of the financing.

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3.1.3e Please include your firm's three (3) years latest audited financials.

3.1.3f Please describe any other terms and conditions required by your firm, in regards to this financing.

3.1.3g Organizational Chart. Indicate the principal personnel that would be available to GEDA and the government, as well as describe their experience and responsibilities for this financing.

3.1.3h See attached Insertion

3.1.4 References. Include a reference list of at least FIVE (5) clients to whom proposer has provided services similar to those being proposed to the INSERT JURISDICTION. This list will include the following information:

Name of Client:

Date of Services:

Address:

Contact Person:

Telephone Number(s):

3.1.5 General Statement of Experience. Include a written statement of experience in financing, providing and managing similar services. If the proposer does not possess an experience similar to the services required, proposer shall provide any pertinent information or experience Proposer feels may qualify for consideration of award.

3.1.6 Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the proposer. This description should fully and completely demonstrate the intended methods for servicing the requirements. This plan should specifically identify obligations of the Government of Guam (e.g. financing, design, construction, maintenance, services and operational requirements) upon which the proposed plan is contingent. Proposers are encouraged to provide any other pertinent information which will assist the Government of Guam in evaluating the proposed method of operation.

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### 3.1.7 TERMS OF PAYMENTS

- 3.1.7a The Government of Guam through the DPW shall pay the Developer or Finance Company, on an annual basis, for all lease payments due in accordance to the terms of the contract.
- 3.1.7b 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.
- 3.1.7c The Developer 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.
- 3.1.7d Non-Appropriation Clause : In event that sufficient funds (a) are not appropriated by the governing body of the Government Body 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 appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.
- 3.1.7e If the Government fails to perform as lessee under the lease or decides not to appropriate lease payments. Consequently, if the lessee take possession of the building investors 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 Body is entitled to repossession of the site together with all improvements on the site free and clear of any interest of the investors or a trustee on their behalf.
- 3.1.7f If the Government of Guam loses the use of the leased facility under certain circumstances, lease payments will be made only during the times DPW has full use of the leased facility. This will result in partial lease payments for the entire contract period.

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- 3.1.8 Proposer's Affirmation and Declaration. Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP Package. An authorized representative of the firm must sign this form as defined in 3.1.9 below.

In addition, the affidavit shall contain the name 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 the bid for the bidder and shall contain the amounts of any such commission, gratuity or compensation. the affidavit shall be open and available to the public for inspection and copying. Failure to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection upon receipt of the proposal.

- 3.1.9 Proposal Signature form. An authorized representative of the firm as defined below must sign this form:

When a proposer is a corporation, the president or vice president signing shall set out the corporate name in the full beneath which he/she shall sign his/her name and give the title of his/her office. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be sign by the individual owner stating name and style under which the proposer is doing business.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of Certificate of Registration.

When the proposer is a joint venture, each joint venture must sign the proposal as herein above indicated.

- 3.2 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using Evaluation Form.
- 3.3. Only after the qualifying of the proposals will discussions begin.

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- 3.4 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation .

4. EVALUATION OF PROPOSALS

- 4.1 A Proposal Evaluation Board will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All proposals submitted will be evaluated by the evaluation board and will be ranked by the criteria provided in this RFP, including the following:
- a. Term Sheet to include all interest charges, fees and expenses.
  - b. Responsiveness of Proposal
  - c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specification, Part II of this Request for Proposal.
  - d. Ability of Lessor to structure municipal leases from \$10,000,000 to over \$300,000,000. Please provide examples of the municipal leases financed.
  - e. Ability of Lessor 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.
  - f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
  - g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).
  - h. Ability of Lessor to provide 100% financing for the facility, including demolition, design, construction, maintenance and other related costs to complete the projects as Technical Specifications, which is Part II. Please provide examples of experience involved in

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similar financing.

- i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.
  - j. Company's Experience: Company history, organization and experience in design, construction, maintenance as per required in the RFP.
  - k. Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, sub-contractors, quantity of personnel, equipments that will assigned to projects as per required in the RFP.
- 4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any requirements may disqualify a proposal.
- 4.3 Proposals will be evaluated and rated based on the criteria stated in the RFP, including but not limited to the following:
- 4.3.1 Responsiveness of the Proposal to perform the scope of work.
  - 4.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.
  - 4.3.3 Experience of the business and individual members of the business in accomplishing similar services.
  - 4.3.4 Responses of the client references.
  - 4.3.5 Such other information that may be required or useful in fateful performance of the contract.
- The Evaluation Form included as the last page of this RFP will be used as a guideline for the review board.
- 4.4 The Government of Guam reserves the following rights to:
- 4.4.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible proposers who submit proposal determined to be reasonably acceptable of

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being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection; and make investigations of the qualifications of the proposers as it deems appropriate, including, but not limited to, a background investigation.

- 4.4.2 Request that proposer(s) modify their proposal to more fully meet the needs of the Government of Guam or to furnish additional information as the Government of Guam may reasonably require.
  - 4.4.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. such revisions may be permitted after submission of proposals and prior to award.
  - 4.4.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
  - 4.4.5 Process the selection of the successful Proposer without further discussion.
  - 4.4.6 Financial Statements. The Government of Guam reserves the right to request the proposers submit their annual financial statements for the last three (3) fiscal years, including company financial statement summaries, cash flow, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three (3) years, proposer may be required to submit a detailed business plan in addition to any pertinent information that would allow the Government of Guam to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such request would be made after the submissions of the proposals and prior to award of a contract.
- 4.5 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using the attached Evaluation Forms.
- 4.6 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

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5. CONTRACT REQUIREMENTS

5.1 Basis of Award.

A contract will be awarded to the most responsible and responsive proposer whose proposal meets the needs of the Government of Guam to the best degree.

5.2 Controlling Terms and Conditions

The project award shall consist of its terms and conditions, this FDDDBML, and the RFP Submission Packet forms. If any provision of the RFP Submission Packet forms conflicts with those of the FDDDBML, then the terms of the FDDDBML shall control. If terms and conditions of the GENERAL CONDITIONS of this FDDDBML conflict with those of the SPECIAL PROVISIONS, then the terms and conditions of these GENERAL CONDITIONS shall control. If the terms and conditions of the TECHNICAL SPECIFICATIONS conflict with those of the SPECIAL PROVISIONS or the GENERAL CONDITIONS, then the terms and conditions of the TECHNICAL SPECIFICATIONS shall control.

5.3 Contract Term

The period of the contract shall be no later than for a period of thirty (30) years from the schedule date completion.

5.4 Award Termination

When deemed to be in best interest of the Government of Guam, the Government of Guam may cancel any award resulting this specification by the following means:

- a. Ten (10) days written notice with cause; or
- b. Three Hundred Sixty Five (365) written notice without cause.

5.5 Addition/Deletion

The Government of Guam reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the interest of the Government of Guam.

5.6 Assignment

No proposer shall assign his proposal or any rights or obligations hereunder

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without the written consent of the Government of Guam. In the event of such approved subcontracting, the Developer, Contractor, Financier agrees to provide the Government of Guam with written documentation relative to the subcontractor(s) employed with this contract.

5.7 Proposal Prices

Prices quoted in the proposal shall include any and all shipping costs, shipped C.I.F. Guam, or to the facility location specified by the Contracting Officer or the Contract Agreement.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid for by the contractor, developer, financier and shall be deemed to be included in the proposal.

Proposal prices include all royalties and cost arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the Government of Guam, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool material, equipment or process, to be performed under the contract, and shall indemnify the Government of Guam, its officers, agents, employees for any costs, including litigation costs and attorney's fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

5.8 Payment Method and Schedules

Payments will be made by the Government of Guam after receipt and acceptance of proper invoices and processing time specified in Section VIII- General Conditions, par. 3, sec. 3.1.7 Terms of Payment. The Contractor, Developer, Financier should have the ability to guarantee operations for this period of time. The Government of Guam does not pay service charges or interest on late payments, except in accordance with the law.

5.9 Default/Re-award

Any contract resulting from this specification may be cancelled by the Director of Public Works, in whole or in part by a written notice of default

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to the Contractor, Developer, Financier upon non-performance or violation of contract terms, including the failure of the Contractor, Developer, Financier to deliver materials within the time stipulated in this specifications, unless extended in writing by the Director of Public Works. In the event the contract is cancelled because of the default of the Contractor, Developer, Financier, the Director of Public Works may:

- (i) Purchase the materials or services specified in this specification on the open market; or
- (ii) Make an award to the next best proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

#### IX Bidder's Affirmation and Declaration

Before me, the under signed authority who is duly authorized by the law to administer oaths and take acknowledgments, personally appeared

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the proposer in the matter at hand, as follows:

1. That the Proposer, if an individual, is of lawful age.
2. That if the Proposer is a partnership or a corporation, it has been formed legally and it is duly authorized to do business in Guam.
3. That if the bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of Guam and the United States of America.
4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding arrangement or fraudulent bidding, or corporation making a bid for the same purpose. The Proposer is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that awarding of any contract (s) is thereby controlled or

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affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid”.

5. That the Proposer is not in arrears to the Government of Guam upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Government of Guam.
6. That no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which that no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the Government of Guam and this Proposer or award this Proposer; nor shall any Government of Guam officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract or obligation of this Proposer.
7. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

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FORM OF NON-COLLUSION AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

GUAM )ss

\_\_\_\_\_, being first duly sworn, deposes and says:

that he is \_\_\_\_\_

*( a partner or officer of the firm of, etc.)*

the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

\_\_\_\_\_

Signature of

- Bidder, if the bidder is an individual;
- Partner, if the bidder is a partnership;
- Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

**AFFIDAVIT DISCLOSING OWNERSHIP**  
**and COMMISSIONS**

CITY OF \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ )ss.

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

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

The bidder or offeror is a corporation, partnership, joint venture or association, and the persons, companies, partners or joint venturers who have held more than 10% of the shares or interest in the bidding or offering business during the 365 days immediately preceding the submission date are as follows *[if none, please so state]*

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

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

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

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

Name of Bidder or Offeror Business:

\_\_\_\_\_

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

By: \_\_\_\_\_

Signature of:

Individual, if bidder or offeror is an individual;

Partner, if bidder or offeror is a partnership;

Officer, if bidder or offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
**NOTARY PUBLIC**

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

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Project Name

Project No.

TALLY FORM

Consultant	Percentage / Grade (Points)					Total Percentage / Grades (Points)	Remarks
	A	B	C	D	E		

CONCURRED BY:

\_\_\_\_\_  
Evaluator "A"

(Name)

(Title)

(Dept.)

\_\_\_\_\_  
Evaluator "B"

(Name)

(Title)

(Dept.)

\_\_\_\_\_  
Evaluator "C"

(Name)

(Title)

(Dept.)

\_\_\_\_\_  
Evaluator "C"

(Name)

(Title)

(Dept.)

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Evaluator "E"

(Name)

(Title)

(Dept.)

WITNESSED BY:

---

(NAME)

(Title)

(Dept.)

---

(Name)

(Title)

(Dept.)

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDBML) Part I  
Project No. 700-5-1020-L-TAM

EVALUATION FORM

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

Name of Evaluator "A": \_\_\_\_\_

Department: \_\_\_\_\_ Section: \_\_\_\_\_

Municipal Leasing and Financing Proposal				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
a.	Term Sheet to include all interest charges, fee and expenses	10		
b.	Responsiveness of proposal.	10		
c.	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		
d.	Ability of Lessor to structure municipal leases from \$10,000,000.00 to over \$300,000,000.00. Please provide examples of the leases financed.	5		
e.	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f.	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2		

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
 Finance, Demolition, Design, Build, Maintain, Leaseback (FDBBML) Part I  
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Municipal Leasing and Financing Proposal

Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
g	<p>Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable in future years.(Event of non appropriation).</p> <p>Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the Government Body 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 shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or 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 Body's obligation to pay Rentals which are payable prior to the termination of the Lease.</p>	5		

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
 Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
 Project No. 700-5-1020-L-TAM

Municipal Leasing and Financing Proposal				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
h	Ability of Lessor to provide 100% financing for the facility, including demolition, design, construction, maintenance and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	3		
Total percentage/points for the Municipal Leasing and Financing				
Total percentage/points				

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
 Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
 Project No. 700-5-1020-L-TAM

Technical Specifications				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j.	Company's Experience: Company history, organization and experience in municipal leasing, demolition, design, construction, maintenance as per required in the RFP.	15		
k.	Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, subcontracts, quantity of personnel, equipments that will be assigned to projects as per required in the RFP.	15		
Total percentage/points for the Technical Specifications, Part II				
Total percentage/points for the Municipal Leasing and Financing, Part I and Technical Specifications, Part II				

Note: If necessary, those firms placed on a "short list" after review of technical, management, financial background and references, shall be personally interviewed. At this time each proponent shall be expected to introduce each Project Manager and Technical Manager proposed for the project. The Project Manager shall verbally review their technical plans and strategy for completing the work proposed.

\_\_\_\_\_  
 Evaluator "A" Signature

\_\_\_\_\_  
 Date

**REQUEST FOR PROPOSAL**

Construction of New John F. Kennedy High School  
 Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part I  
 Project No. 700-5-1020-L-TAM



**CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND  
LEASEBACK (FDDBML) PART I AND PART II  
PROJECT NUMBER 700-5-1020-L-TAM**

**PROPOSER'S AFFIRMATION AND DECLARATION**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

**AFFIANT'S NAME**

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Proposer in the matter at hand, as follows.

1. That the Proposer, if an individual, is of lawful age.
2. That if the Proposer is a partnership or a corporation, it has been formed legally and it is duly authorized to do business in t Guam.
3. That if the Proposer is using a fictitious name, he/she/it has complied with the Fictitious Name Stature of the State of Government of Guam.
4. That the Proposer is not in arrears to the Government of Guam upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Government of Guam.
5. That no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the Government of Guam and this Proposer or awarded to this Proposer; nor shall any Government of Guam officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract or obligation of this Bidder.
6. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

**PROPOSAL SIGNATURE FORM FOR  
JOHN F. KENNEDY HIGH SCHOOL**

*REQUEST FOR PROPOSAL*  
Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)  
Project No. 700-5-1020-L-TAM

ATTACHMENT

**000039**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide services and products in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form shall be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. The Proposal Signature Form must be signed by an authorized representative.

Please type or print:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Type of Organization:     Individual                     Small Business                     Non-Profit  
    Partnership                     Corporation                     Joint Venture

ATTACH COPIES OF ALL SUCH LICENSES, PERMITS OR CERTIFICATES ISSUED TO THE BUSINESS ENTITY

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in Guam.

Yes                     No                    License # \_\_\_\_\_

Guam Corporation ID#: \_\_\_\_\_

Guam Fictitious Name Reg # \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Minority Business Status:  Black                     Asian/Pacific Islander                     Woman

Is your business certified as a minority business with any government agency?  Yes                     No  
If yes, please list below.

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

REQUEST FOR PROPOSAL  
Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)  
Project No 700-5-1020-L-TAM

ATTACHMENT

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CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND  
LEASEBACK (FDDBML)  
TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM


FELIX P. CAMACHO  
Governor of Guam

Prepared by:

Department of Public Works  
Government of Guam

2008

APPROVED BY:

 11/18/08  
LAWRENCE P. PEREZ  
Director

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CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK  
(FDDBML)  
TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM

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## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT AND OPENING OF PROPOSAL

Sealed bids in six (8) sets, one (1) original and seven (7) copies will be received by the Department of Public Works at the Contracts Section Administrative Services until **January 8, 2009**.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Tamuning, Guam 96913 and endorsed with the name of the bidder and the title "**Construction of New John F. Kennedy High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)**".

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

### 2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notices to Proceed. The design phase shall be completed within **thirty (30) calendar days for design Phase and construction phase shall be completed within two hundred seventy (270) calendar days**, complete and ready for use. In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as per par. 5.9, under Financing, Part I of FDDBML.

### 3. PLANS AND SPECIFICATIONS

This Request for Proposal for bids consists of the following documents:

- a) Request for Proposal Documents
  1. Request for Proposal
  2. Instructions to Bidders
  
- b) Bid Submittal Documents for Request for Proposal, Part II
  1. Bid
  2. Bid Form

#### **INSTRUCTIONS TO BIDDERS**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)  
Project No. 700-5-1020-L-TAM

IB-1 (AD-3)

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4. **NON-COLLUSION AFFIDAVIT**

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid.

5. **RIGHT TO ACCEPT AND REJECT BIDS**

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

6. **METHOD OF AWARD**

a) The contract will be awarded to the most responsible and responsive bidder/proposer whose proposal meets the needs of the Government of Guam to the best degree.

7. **REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

The bidder, offeror or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

8. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

The bidder, offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.

9. **DISCLOSURE OF MAJOR SHAREHOLDERS:**

a) As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath

**INSTRUCTIONS TO BIDDERS**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) Part II  
Project No. 700-5-1020-L-TAM

that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12)-month 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 the bid for the bidder 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. **Failure by any bidder to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection of the bid upon bid opening.**

10. MISCELLANEOUS:

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**INSTRUCTIONS TO BIDDERS**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML) Part II  
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#### **INSTRUCTIONS TO BIDDERS**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)  
Project No. 700-5-1020-L-TAM

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**Request for Proposal**  
**Construction of New John F. Kennedy High School**  
**Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)**  
**TECHNICAL SPECIFICATIONS**  
**Project No. 700-5-1020-L-TAM**

**GENERAL STATEMENT OF WORK**

**I. INTRODUCTION**

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of JFK high school. This also provides the schedules for the different tasks, items to be submitted by the Consultant and other contractual obligations of the Government and the Proposer.

**II. PROJECTS DESCRIPTIONS AND LOCATIONS**

The project involves the preparation of an Environmental Assessments (including asbestos, radon and etc). prior to demolition of the existing building. New Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the JFK high school.

**Tasks 1 and 2, (Assessments and Conceptual Plans)** of the Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the JFK high school.

**Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E)** of the Project involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans.

The location of the new school will be at JFK compound in Tamuning of Guam's public schools.

**GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part II  
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### III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, water line and other utilities connection from existing building to remain for re-connection to new building. Remove all any existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials shall be turned over to GPSS for proper disposal.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the school.

All entry permits in conjunction with the services shall be the responsibility of the design team/offeror.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws.

Progress review meetings shall be held monthly to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

#### TASK I. Site Evaluation

##### IA. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school site and its vicinity. An environmental report shall be prepared for the JFK high school.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at JFK Site:

- A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or underground infiltration cells.

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part II  
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- B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
- C. Water wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on site and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

School design should follow a facility design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared, addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

#### **1B. Archeological Assessment.**

The northern site, are area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type.

For the **Northern Site** an Inventory level survey and report will be required.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

Archeological reports shall be prepared for the JFK high school. Ten copies of the reports shall be submitted.

#### **1C. Planimetric and Topographic Survey.**

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDBML) Part II  
Project No. 700-5-1020-L-TAM

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schools development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor.

Ten copies of the Planimetric and Topographic map shall be submitted.

#### **1D. Soil Investigation.**

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the schools design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

#### **TASK 2. Conceptual plans.**

The design team shall develop two alternative conceptual plans for each school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for JFK high school. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project. A walk-through field overview for each school site shall also be conducted by the design team with the reviewing agencies following the presentation(s) of the conceptual plans. Prior to the Walk-Through reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. Walk-paths shall be sufficiently cleared of vegetation to conduct the walk-through reviews.

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML) Part II  
Project No. 700-5-1020-L-TAM

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### **TASK 3. Preliminary Plans, Specifications, and Estimates**

The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared.

#### **A. PLANS:**

1. Title Sheet.
2. Civil Design:
  - Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
  - Grading and drainage plans.
  - Utilities plans (Water, sewer, power, telephone, internet and cable).
  - Roads plans and profiles.
  - Other civil engineering plans and details necessary to conduct a 50% preliminary plans review.
3. Architectural design:
  - Floor and ceiling plans
  - Building elevations and sectional views.
  - Equipment layouts
  - Landscaping plans
  - Other architectural plans and details necessary to conduct a 50% preliminary plans review.
4. Structural design:
  - Foundation plans
  - Floor and roof slab plans
  - Structural columns, walls, and beams
  - Other structural plans and details necessary to conduct a 50 % preliminary plans review.
5. Mechanical design:
  - Plumbing plans
  - Air conditioning and ventilation plans
  - Fire protection and alarm, and monitoring plans
  - Mechanical equipment plans
  - Other mechanical plans and details necessary to conduct a 50 % preliminary plans review.
6. Electrical Design:
  - Lighting plans
  - Off-site power supply plans
  - Power supply plans to all equipments

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDBML) Part II  
Project No. 700-5-1020-L.TAM

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- Other electrical plans and details necessary to conduct a 50 % preliminary plans review.

**B: SPECIFICATION:**

Preliminary technical specifications shall be prepared for each item of work describing the construction methods, material requirements, and test procedures required.

**C: ESTIMATES:**

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

**D. MAINTENANCE AND CUSTODIAL PLAN**

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operations manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipments, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (10) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

**TASK 4. Pre-Final Plans, Specifications, and Estimates**

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

1. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.;

**GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain, Leaseback (FDBML) Part II  
Project No. 700-5-1020-L-TAM

2. Technical specifications - Complete technical specifications to properly construct each item of work, including test procedures required, and any special conditions to be required;
3. Estimates - Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lump sum cost;
4. Design Analysis and computation sheets;
5. CPM schedule to establish project construction activities within the specified construction time.
6. Maintenance and Custodial Plan.

The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

#### **TASK 5. FINAL PS&E**

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1. Plans
2. Specifications
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4. Quantity take-off and computation sheets
5. Unit price analysis
6. Design analysis and computations
7. CPM Schedule
8. Maintenance and Custodial Plan

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disks for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

#### **IV PLANS AND DRAFTING**

1. The PS&E be prepared in conformance with the standard format furnished by the Government.
2. Plan size shall be 24" x 36".

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
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3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".
4. Design Phase completion time shall be within **thirty (30) calendar days**.

## V CONSTRUCTION SCHEDULE

Upon completion and approval by the Government of each PS&E's the government will hold a preconstruction conference and issue a Notice To Proceed. The construction time for new JFK high school in Tamuning shall be **two hundred seventy (270) calendar days**.

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- b. International Building Code (2000 Edition)
- c. Uniform Mechanical Code (Latest Edition)
- d. International Plumbing Code (Latest Edition)
- e. National Electrical Code(NEC- Latest Edition)
- f. National Electrical Safety Code (NESC- Latest Edition)
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- i. Illuminating Engineering Society (IES)
- j. American Disability Act
- k. GEPA, USEPA, CFR29
- l. A policy on Geometric Design of Highways and Streets
- m. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
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## VII GOVERNMENT REVIEWING AND APPROVING AGENCIES:

- a. Department of Public Works
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- c. Department of Land Management
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### **GENERAL STATEMENT OF WORK**

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- i. Guam Historic Preservation

## VIII FACILITIES MAINTENANCE AND CUSTODIAL SERVICES

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Custodial services include all janitorial services, ground maintenance and including disposal of trash.

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## X CONTRACTOR RESPONSIBLE FOR CAPITAL MAINTENANCE

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Construction of New John F. Kennedy High School  
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Construction of New John F. Kennedy High School  
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**TECHNICAL SPECIFICATION**  
Project No. 700-5-1020-L-TAM

*Attachment "A"*

1. **SITE ENTRY and PARKING::**

- Entries to the school will remain the same, but with improved paving.
- Resurface and pave parking lot.
- Pave grass area from tennis court gate entrance to corner fence by traffic light.
- Area behind JFK statue needs to be leveled and paved for additional parking. The drop-off loop will be re-paved.
- The bus-drop-off area from the north gate will remain the same.
- Construct the new school building to limit vehicular access into the school's campus and physical education facilities and grounds.
- Egress needs to be included to allow student traffic from the main building to the annex buildings.
- Security gates to close off main building from facilities used during non-instructional time.

2. **LANDSCAPING**

- The tree in the center of the current courtyard will be left in tack and continue to serve as a reminder of the resilience of the school community.
- The tree will serve as the focal point of the new courtyard.
- Level and grass the area in front of the Annex Building for physical education.
- The flagpole at the front of the school will remain in its current location.
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3. **ACADEMIC CORES**

- The main building will be a two-story building capable of housing 2300 students as per Public Law 29-114 & 29-106 and constructed on a rectangular footprint similar to the former building with an enlarged courtyard.

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- The new building will be aligned with the Band/JROTC building, which will be the only remaining portion of the original quadrangle building and continue to serve as an entrance for students passing to their classrooms. Band /JROTC building shall repair all damages and upgraded including the A/C units, networking and electrical system to be connected to new building.
- Except for art, consumer science, business, special education, all classrooms in the main building will be general classrooms.
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4. **SPECIAL EDUCATION**

- Special Education is spread throughout the building.

5. **SPECIAL NEEDS**

- The special needs program will continue to be located on the first floor of the building. Building entries will provide accessible parking and drop-off area, ADA compliant.

6. **ATHLETICS/PHYSICAL EDUCATION**

- Athletics Field - High school requirements include a combined soccer/track/football field, baseball and softball fields, and three types of court sports with light post and fencing. Space for future swimming pool shall be provided.
- The excellent existing athletic facilities of JFK will remain and be

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upgrade, i.e., track and field, football field, and upgrade/resurface tennis court to meet official standards with safe, durable and shock absorbing playing surface.

- A new gymnasium with a main playing area that meets current basketball requirements, including bleachers with storage areas underneath to house large equipment, i.e., wrestling mats and gymnastics equipment, will be built with additional new instructional areas off the main playing area, to include a weight room, dance room, multi-use activity room, and a classroom for seat work and written tests.
- All physical education facilities will be air-conditioned.
- An athletic director's office and equipment room will be built in close proximity to the gymnasium and field areas,
- The new gymnasium will be located at the southwest corner of the building near the existing fields and near the south parking lot.
- Locker rooms will provide showers with drying area and unobstructed dressing area. Each locker room will have storage areas within as well as within offices.
- Physical education teachers' offices will be located within each locker room with a large glass window that looks out onto the dressing area

6. **AMPHITHEATER**

- The courtyard stage will be demolished and replaced with a new amphitheater that is sufficiently large to hold students from one quarter of the school population.
- Location should be in such a manner that, when needed, the entire school can view the stage from the majority of the courtyard and second floor. It will be designed for performances as well as lectures.

7. **LIBRARY**

- The 8600 square foot library will contain an 1800 square foot media center in the center of the library building and a 900 square foot teacher resource center.

8. **CAFETERIA**

- The cafeteria will be accessible from the main parking lot by the tennis court side for vendor delivery and pick-up, as well as community use.
- The cafeteria will be central air-conditioned, seating capacity for 300-350 students and serving area with capacity for multiple lines.
- The cafeteria will be upgraded to allow Special Needs students to have easy accessibility.

9. **ADMINISTRATION**

- The administration offices will remain in its current location, adding additional offices for the different functions of operations. While generally located in the same area for visitors and staff convenience, individual functions will be separated.
- The counseling office, nurse's area, and career counseling will be relocated within the same wing, closer to the administrative offices.

**Request for Proposal**  
**Construction of New John F. Kennedy High School**  
**Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)**  
**TECHNICAL SPECIFICATIONS**  
**Project No. 700-5-1020-L-TAM**

**GENERAL STATEMENT OF WORK**

**I. INTRODUCTION**

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of JFK high school. This also provides the schedules for the different tasks, items to be submitted by the Consultant and other contractual obligations of the Government and the Proposer.

**II. PROJECTS DESCRIPTIONS AND LOCATIONS**

The project involves the preparation of an Environmental Assessments (including asbestos, radon and etc). prior to demolition of the existing building. New Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the JFK high school.

**Tasks 1 and 2, (Assessments and Conceptual Plans)** of the Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the JFK high school.

**Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E)** of the Project involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans.

The location of the new school will be at JFK compound in Tamuning of Guam's public schools.

**GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
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### III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, water line and other utilities connection from existing building to remain for re-connection to new building. Remove all any existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials shall be turned over to GPSS for proper disposal.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the school.

All entry permits in conjunction with the services shall be the responsibility of the design team/offerrer.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws.

Progress review meetings shall be held monthly to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

#### TASK 1. Site Evaluation

##### 1A. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school site and its vicinity. An environmental report shall be prepared for the JFK high school.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at JFK Site:

- A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or underground infiltration cells.

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
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- B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
- C. Water wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on site and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

School design should follow a facility design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared, addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

**1B. Archeological Assessment.**

The northern site, are area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type.

For the **Northern Site** an Inventory level survey and report will be required.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

Archeological reports shall be prepared for the JFK high school. Ten copies of the reports shall be submitted.

**1C. Planimetric and Topographic Survey.**

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the

**GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
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schools development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor.

Ten copies of the Planimetric and Topographic map shall be submitted.

#### **ID. Soil Investigation.**

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the schools design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

#### **TASK 2. Conceptual plans.**

The design team shall develop two alternative conceptual plans for each school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for JFK high school. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project. A walk-through field overview for each school site shall also be conducted by the design team with the reviewing agencies following the presentation(s) of the conceptual plans. Prior to the Walk-Through reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. Walk-paths shall be sufficiently cleared of vegetation to conduct the walk-through reviews.

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Construction of New John F. Kennedy High School  
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### TASK 3. Preliminary Plans, Specifications, and Estimates

The preliminary PS&E's shall be developed to at least 50% complete and the following shall be prepared.

#### A. PLANS:

1. Title Sheet.
2. Civil Design:
  - Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
  - Grading and drainage plans.
  - Utilities plans (Water, sewer, power, telephone, internet and cable).
  - Roads plans and profiles.
  - Other civil engineering plans and details necessary to conduct a 50% preliminary plans review.
3. Architectural design:
  - Floor and ceiling plans
  - Building elevations and sectional views.
  - Equipment layouts
  - Landscaping plans
  - Other architectural plans and details necessary to conduct a 50% preliminary plans review.
4. Structural design:
  - Foundation plans
  - Floor and roof slab plans
  - Structural columns, walls, and beams
  - Other structural plans and details necessary to conduct a 50 % preliminary plans review.
5. Mechanical design:
  - Plumbing plans
  - Air conditioning and ventilation plans
  - Fire protection and alarm, and monitoring plans
  - Mechanical equipment plans
  - Other mechanical plans and details necessary to conduct a 50 % preliminary plans review.
6. Electrical Design:
  - Lighting plans
  - Off-site power supply plans
  - Power supply plans to all equipments

#### **GENERAL STATEMENT OF WORK**

Construction of New John F. Kennedy High School  
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- Other electrical plans and details necessary to conduct a 50 % preliminary plans review.

**B: SPECIFICATION:**

Preliminary technical specifications shall be prepared for each item of work describing the construction methods, material requirements, and test procedures required.

**C: ESTIMATES:**

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

**D. MAINTENANCE AND CUSTODIAL PLAN**

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operations manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipments, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (10) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

**TASK 4. Pre-Final Plans, Specifications, and Estimates**

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

- I. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.:

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2. Technical specifications - Complete technical specifications to properly construct each item of work, including test procedures required, and any special conditions to be required;
3. Estimates - Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lump sum cost;
4. Design Analysis and computation sheets;
5. CPM schedule to establish project construction activities within the specified construction time.
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The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

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### GENERAL STATEMENT OF WORK

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i. Guam Historic Preservation

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Construction of New John F. Kennedy High School  
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**TECHNICAL SPECIFICATION**  
Project No. 700-5-1020-L-TAM

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upgrade, i.e., track and field, football field, and upgrade/resurface tennis court to meet official standards with safe, durable and shock absorbing playing surface.

- A new gymnasium with a main playing area that meets current basketball requirements, including bleachers with storage areas underneath to house large equipment, i.e., wrestling mats and gymnastics equipment, will be built with additional new instructional areas off the main playing area, to include a weight room, dance room, multi-use activity room, and a classroom for seat work and written tests.
- All physical education facilities will be air-conditioned.
- An athletic director's office and equipment room will be built in close proximity to the gymnasium and field areas.
- The new gymnasium will be located at the southwest corner of the building near the existing fields and near the south parking lot.
- Locker rooms will provide showers with drying area and unobstructed dressing area. Each locker room will have storage areas within as well as within offices.
- Physical education teachers' offices will be located within each locker room with a large glass window that looks out onto the dressing area

#### 6. AMPHITHEATER

- The courtyard stage will be demolished and replaced with a new amphitheater that is sufficiently large to hold students from one quarter of the school population.
- Location should be in such a manner that, when needed, the entire school can view the stage from the majority of the courtyard and second floor. It will be designed for performances as well as lectures.

#### 7. LIBRARY

- The 8600 square foot library will contain an 1800 square foot media center in the center of the library building and a 900 square foot teacher resource center.

8. **CAFETERIA**

- The cafeteria will be accessible from the main parking lot by the tennis court side for vendor delivery and pick-up, as well as community use.
- The cafeteria will be central air-conditioned, seating capacity for 300-350 students and serving area with capacity for multiple lines.
- The cafeteria will be upgraded to allow Special Needs students to have easy accessibility.

9. **ADMINISTRATION**

- The administration offices will remain in its current location, adding additional offices for the different functions of operations. While generally located in the same area for visitors and staff convenience, individual functions will be separated.
- The counseling office, nurse's area, and career counseling will be relocated within the same wing, closer to the administrative offices.

**Construction of New John F. Kennedy High School**  
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**TECHNICAL SPECIFICATION**  
**Project No. 700-5-1020-L-TAM**

*Attachment "B"*

**I. PROJECTS DESCRIPTIONS AND LOCATIONS**

The location of the new school will be at JFK compound in Tamuning of Guam's public schools and shall:

- Main campus kept on quadrangle. Keep the in center courtyard and flagpole in front of school near the AFJROTC classroom.
- Stage moved to back of quadrangle.
- Move wing to avoid supervision problems.
- Open hallways like old JFKHS.
- Emergency back-up generator
- Daylighting windows installed in the classrooms, gymnasium, cafeteria, library, support rooms and administrative offices.
- Closed circuit TV security.
- Internet and phone accessibility in all the rooms.
- Resurface and pave parking lot. Pave grass area from tennis court gate entrance to corner fence by traffic light.
- Preserve the field in front of the school next to the annex building for accreditation purposes.
- Central air-conditioning units for Administrative offices, counseling office, cafeteria, library and gymnasium.
- Split unit air conditioning units for all classrooms and other facilities.

**II. SCOPE OF WORK**

**1. Sixty (60) Standard Classrooms**

- Air conditioned
- Internet and phone access
- Two (2) white boards per classrooms
- Counter installed on one (1) wall of each classroom with full length closet on each end.
- Two (2) bulletin boards for each classroom.

**2. Four (4) SPED Classrooms**

***Attachment "B"***

Construction of New John F. Kennedy High School  
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**000073**

- Air Conditioned
  - Internet and phone access
  - 1-2 white boards per classroom
  - Counter installed on one (1) wall of each classroom with full length closed on each end
3. **One (1) SPED Resource Room**
- Air Conditioned
  - Internet and phone access
  - One (1) white board installed
  - One (1) bulletin board
  - Counter installed on one (1) wall of each classroom with full length closed on each end
  - Equipped with toilet, sink and shower (ADA if required)
4. **One (1) Itinerant Room**
- 10 x 10
  - Cabinet
5. **Four (4) ROTC Rooms**
- Should be located near large parking lot for easy access to ROTC rooms
  - Air Conditioned
  - Reception area with counter -450 sq. ft.
  - Three (3) individual offices within each 12 ft. x 12 ft.
  - Internet access in reception room and each instructor's office
  - **Storage Room** - located between office and classroom with access from office and hallway 1200 sq. ft. (400 sq. ft. per 100 students required)
    - ◆ Double metal doors on hallway entrance
    - ◆ Air conditioned
    - ◆ All doors must lock with dead bolts
  - **Two (2) Classrooms**
    - ◆ Electrical system
    - ◆ Internet access in room with ability to support five (5) - ten (10) computers
    - ◆ Capacity for forty-five (45) - fifty (50) students
    - ◆ Dual white boards per classroom
  - **Drill Pad** ( Can use large front parking lot) 150 ft. x 150 ft.
    - ◆ Area needs to have removable poles with sleeves installed that are flushed with the ground to provide safety of students marching.

**Attachment "B"**

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6. **Four (4) Art Classrooms - Capacity for twenty (20) students**
- Air conditioned
  - Internet and phone access
  - Adequate electrical outlets on all walls to support audio/visual equipment
  - Three (3) classrooms designed for general art classes, one (1) for ceramics
  - Lockable storage room between each two (2) rooms access from both classrooms
  - Counters installed on at least two (2) - three (3) walls of all art classrooms with two (2) sinks per room centered on the wall
  - Ceramic room needs lockable kiln room
  - Adequate electrical outlets to support audio/visual equipment
  - All rooms equipped with Internet access
7. **Two (2) Home Economics Rooms, One (1) designed for Cooking and One (1) designed for Sewing**
- **Cooking Room**
    - ◆ Five (5) Cooking stations each set up with sink, stove, garbage disposal, and stove ventilation
    - ◆ Electrical capacity at each station to support all necessary equipment
    - ◆ Teacher's area with adequate outlets and internet access
    - ◆ One (1) board installed
  - **Sewing Room**
    - ◆ Electrical setup and capacity for twenty (20) sewing stations to support all necessary equipment
    - ◆ Small changing area designed to provide privacy but not locking
    - ◆ One (1) white board installed
    - ◆ Work counter installed on two (2) walls of classroom
  - **Storage Rooms / Laundry Room located between Sewing and Cooking Room**
    - ◆ One (1) Locking storage area with electrical capacity and space to support four (4) refrigerators and one (1) upright freezer across from cooking room.
    - ◆ One (1) Locking storage area (24 sq. ft.) access from sewing room
    - ◆ One (1) Locking laundry area address form sewing and cooking area
    - ◆ Large utility sink (wash mops and etc)
    - ◆ Electrical capacity for washer and dryer

**Attachment "B"**

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8. **Choral Room**

- Room designed with three (3) concrete tiers in a curved manner with adequate area for director, piano and teacher work area.
- Tiers with wall to wall carpet and anti-slip edging
- Air-conditioned with phone and internet access and adequate electrical outlets to support multiple pieces of electronic equipment.
- Dual white boards installed
- Locking storage room 150 sq. ft.
- Two (2) Practice Rooms within the Choir Room 50-60 sq. ft. each sound proof

9. **Four (4) Business Classroom**

- Air conditioned
- Internet and phone access
- Electrical outlets on all walls
- One (1) - two (2) white board per classroom
- Counter installed on two (2) walls of each classroom
- Capable of accommodating 28 student computer set up and one (1) teacher station set-up
- Locking storage space between each two classrooms 30 ft. x 10 ft. accessible from both adjoining rooms.

10. **Physical Education Facilities**

- **Two Locker Rooms**
  - ◆ Air Conditioned
  - ◆ Non-skid floors
  - ◆ Electrical outlets on all four (4) walls of dressing area
  - ◆ Unobstructed open dressing area equipped with seven (7) benches (10-12 ft. x 2.5 ft.) with racks for hanging clothes
  - ◆ One hundred (100) basket lockers attached to one (1) wall for student use
  - ◆ Toilets/urinals and sinks in main dressing area
  - ◆ Open bay showers with drying area immediately outside shower area, separated from dressing area
  - ◆ Three (3) storage areas with locker room
  - ◆ One (1) lockable closet custodial supply
  - ◆ One (1) lockable equipment storage room with double metal doors - 10 ft. x 20 ft.
  - ◆ One (1) lockable daily equipment storage room 10 ft. x 10 ft.

**Attachment "B"**

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- **Female PE Office**
  - ◆ Located and accessible within girls locker room
  - ◆ Designed with glass windows providing easy visibility of locker room with lockable metal entry door
  - ◆ Air conditioned with internet and phone access
  - ◆ Toilet, sink, shower and dressing area within office for teachers
  - ◆ Laundry area with electrical outlets to support washer/dryer
  - ◆ Lockable equipment and costume storage closet 4 ft. deep x 6 ft. wide
- **Male PE Office**
  - ◆ Location and access within the boys locker room
  - ◆ Designed with glass windows providing easy visibility of locker room with lockable metal entry door
  - ◆ Air conditioned
  - ◆ Four (4) locking individual cubicles at least 8 ft. x 8 ft. each with glass window providing visibility of locker room
  - ◆ Internet and phone access in each cubicle
  - ◆ Common office area to include: toilet, sink, shower and dressing area 150 sq. ft.
  - ◆ One (1) - two (2) electrical outlets in bathroom area
  - ◆ Lockable equipment storage 4 ft. x 4 ft.

## 11. **Gymnasium**

- Air conditioned
- Lockable double metal doors with easy out push bar
- Bleachers - at least one side of gym having bleachers that provide lockable storage beneath them suitable for storage of wrestling mats and similar items
- **Within Gymnasium**
  - ◆ One (1) Gymnastics equipment storage room 20 ft. x 20 ft.
  - ◆ One (1) Athletic department gymnasium storage 10 ft. x 10 ft.
  - ◆ Two (2) restrooms - one (1) MALE and one (1) FEMALE
- **Dance Room - One (1) ( Attached or within gymnasium)**
  - ◆ Air Conditioned
  - ◆ Internet and phone access
  - ◆ Mirrors on at least one wall
  - ◆ Counter installed on one (1) wall of classroom with full length closed on each end
  - ◆ One (1) bulletin board installed
  - ◆ One (1) white board installed

### **Attachment "B"**

Construction of New John F. Kennedy High School  
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- **Mat Room - One (1)** ( tumbling, wrestling, small activity - 60 ft. x 60 ft.)
  - ◆ Air conditioned
  - ◆ Internet and phone access
  - ◆ One (1) bulletin board installed
  - ◆ One (1) white board installed
  
- **Lecture/Video/Small Activity Classroom (20 ft. x 45 ft.)**
  - ◆ Air conditioned
  - ◆ Internet and phone access
  - ◆ One (1) bulletin board installed
  - ◆ One (1) white board installed
  
- **Weight Room (1200 sq. ft.)**
  - ◆ Air Conditioned
  - ◆ Internet and phone access
  - ◆ One (1) bulletin board installed
  - ◆ One (1) white board installed

12. **Athletic Director's Office and Storage Room**

- Split air conditioned
- Metal entry door with dead bolt
- Office area 150 sq. ft.
- Internet and phone access in office area
- Caged Locking Storage 900 sq. ft.
  - ◆ Limited access - only from within office area
  - ◆ Laundry area with electrical and water supply suitable for washer and dryer.

13. **Library** 8600sq. ft.

- All areas central air-conditioned
- Student area
- Internet and phone access available
- Lockable storage area 300 sq. ft.
  
- **Media Center within Library** 1800 sq. ft.
  - ◆ Internet access ports located on the floor
  - ◆ Computer center with stationary tables/counters
  
- **Teacher Resource Center within Library** 900 sq. ft.
  - ◆ Adequate electrical outlets in all walls
  - ◆ Internet and phone access
  - ◆ Two (2) 220 V outlets for Xerox Machine

**Attachment "B"**

Construction of New John F. Kennedy High School  
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14. Cafeteria

- Air conditioned
- Seating capacity for 300 - 350 students
- Serving area with capacity for multiple lines

15. One (1) Nurses Station

- Located within the vicinity of physical education facilities and administration with easy ambulance access.
- All areas air conditioned
- Reception/Patient reserving area 300 sq. ft.
- Adequate electrical outlets in all areas to support equipment
- Internet access
- Bathroom with sink, shower, and toilet. Bathroom needs to be ventilated
- Three (3) patient rooms with capacity to put at least two (2) beds per room. 64 sq. ft. / room
- Lockable Records Room 150 sq. ft.
- Lockable Supply Room 200 sq. ft.
- Nurse's Office 12 ft. x 12 ft.
- Phone and internet access
- Lockable workroom with sink and outlets to support refrigerator 10 ft. x 10 ft.

16. Administrative Offices

- Central Air conditioning unit
- Internet and phone access in all offices, storage, and under all service counters
- Electrical outlets on all walls of each office
- Electrical outlets under counters
- Visible window view of the parking lot area and the students passing hallways
- **Reception / Waiting Area in Main Office**
  - ◆ Enclosed plexiglass door and bulletin board (4 ft. x 4 ft.)
  - ◆ Wall embedded and enclosed trophy showcase
- **Principal's Office** 300 sq. ft.
  - ◆ Conferencing room for small group meetings (12 capacity size)
  - ◆ Administrative secretary work area
- **Assistant Principal, Curriculum** 12 ft. x 12 ft. within
  - ◆ Reception area with phone and internet access
  - ◆ Enclosed plexiglass door bulletin board (4 ft. x 4 ft.)
  - ◆ Clerical staff work area

**Attachment "B"**

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- **Office Xerox Room** 36 sq. ft.
  - ◆ Air conditioned
  - ◆ Electrical outlets in all walls and adequate wattage for Xerox capability
- **Office Supply Room** 36 sq. ft.
  - ◆ Air conditioned
- **Computer Operator Room** 200 sq. ft.
  - ◆ Internet and phone access
  - ◆ Electrical outlets on all walls
  - ◆ Locking storage closet 5ft. x 5ft.
- **Single Occupancy Adult Restroom**
  - ◆ Not accessible to the public
- **Assistant Principal Discipline/Attendance** 12ft x 12 ft minimum
  - ◆ Located neat the nurse's office
  - ◆ Clerical staff area
  - ◆ Service counter area
  - ◆ Reception area with phone and internet access
- **Holding Rooms**
  - ◆ Separate entrance for GPD
- **Assistant Principal, Business** 12ft x 12ft minimum
  - ◆ Located near the Supply room
  - ◆ Secured service window for issuing and receiving money, tickets etc.
  - ◆ Administrative officer's office 12ft. x 12ft.
  - ◆ One (1) of locking storage closet 4ft. x 4ft.
  - ◆ Clerical space 240 sq. ft.
- **Assistant Principal SPED**
  - ◆ Reception area with phone and internet access 250 sq. ft.
  - ◆ One (1) of 12 ft. x 12 ft. office for Assistant principal
  - ◆ Three (3) of 10 ft. x 10 ft. offices for CRT's
  - ◆ One (1) of 12 ft. x 12ft. office within for LOTE Coordinator
  - ◆ One (1) Conference room within 15 ft. x 15 ft.
- **Security**
  - ◆ Room for monitoring closed circuit TV
  - ◆ Outside covered areas for monitoring visitor entrance

**Attachment "B"**

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17. **Allied Health Program (Nursing Program)**
  - Classroom Setting and seating size
  - Central Air Conditioned
  - Laboratory - half of classroom size
  
18. **Counseling Center**
  - Should be located adjacent to main office for easy access to Records Room
  - Central Air Conditioned
  - Internet and Phone Access in all work areas and rooms
  - Electrical outlets on all walls
  - Reception Area/ College Career Center 200 sq. ft.
  - Eight (8 each) - Counselor Officer 10ft. x 10ft.
  - Conference Area 12ft. x 12ft.
  - Storage Room 12ft. x 8ft.
  
19. **Records Room One (1)**
  - Fireproof
  - Capable of housing 25,000 student records
  - Located in Central Book Locker
  - Air conditioned
  - Electrical outlets on all walls
  - Small lockable area within for personnel records
  
20. **Custodial/ School Aide Break Room One (1) 250 sq. ft.**
  - Air Conditioned
  - Internet and phone access
  - Electrical outlets on the walls
  - Two (2) Single occupancy adult restrooms ( Men, Women)
  - Defined area for vending machines with floor drain
  
21. **Custodial Closets Four (4) 8ft. x 8ft.**
  - Two (2) per floor, located at opposite ends of building
  - Equipped with sink and running water and faucet for hose
  
22. **Restrooms**
  - **Faculty Restrooms Three (3) sets**
    - ◆ One located in Faculty Lounge
    - ◆ One located at opposite end of the building
    - ◆ One set located upstairs
  
  - **Student Restrooms**
    - ◆ Adequate for 2300 students

**Attachment "B"**

Construction of New John F. Kennedy High School  
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000081

23. **Storage Rooms**

- **Paint and Hazardous Material Storage Room**
  - ◆ Location separate from main building
  - ◆ Natural ventilation
  - ◆ Five (5) rooms of 10ft. x 10ft.
  - ◆ Each with its own solid access door
- **WAY Student Government Storage Room 15ft. x 15ft.**
- **General Storage Room**
  - ◆ Air Conditioned
  - ◆ 220 V outlet for Xerox
  - ◆ 900 sq. ft.
  - ◆ Heavy duty metal shelving for supplies
  - ◆ Outside double doors for delivery

24. **Faculty Lounge (1) and Faculty Work Area (1) 900 sq. ft.**

- Air Conditioned
- Internet and Phone access
- Electrical outlets on all walls and for computer workstations with Xerox machine
- Defined area for vending machines with floor drain
- One (1) bulletin board installed
- Two (2) restrooms - Male and Female
- One (1) counter with sink
- Storage area for Xerox paper

25. **Lockers**

- **Student Lockers**
  - ◆ 1/3 Full locker size located within classrooms 30/room
- **Central Book Locker - one (1)**
  - ◆ Book locker area should have floor to ceiling shelves;
  - ◆ Heavy duty metal rows with sufficient room to move about with portable step platforms to access upper shelves
  - ◆ Double wide metal doors for access from outside for receiving shipments
  - ◆ Business window with counter area for issue/receiving textbooks and associated instructional materials that opens into quar area
  - ◆ Heavy duty tables for packing /unpacking materials and numbering for inventory control.

**Attachment "B"**

Construction of New John F. Kennedy High School  
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26. **Chemistry and Physics Building - West of Annex Building (between annex building and sidewalk)**
- Design this science building to mirror Okkudu's chemistry and physics classrooms
  - **Chemistry Classrooms**
    - ◆ Single story
    - ◆ Two (2) classrooms
    - ◆ Lab and storage rooms located between the two classrooms
    - ◆ Exhaust and ventilation system located within the lab
  - **Physics Classrooms**
    - ◆ Classroom lab within the classroom
    - ◆ Storage room
27. **GCC Auto and Construction Trades**
- ◆ East of Annex Building, between building and fence by Marine drive
28. **Auto and Construction Trade Shops**
- East of annex building between building and fence by Marine Drive
  - **Auto Shop**
    - ◆ Two (2) car bay work area
    - ◆ Eight (8) inch re-enforced floors
    - ◆ Airlines for compressor
    - ◆ Include classroom space for twenty-five (25) students
  - **Construction Trade Shop**
    - ◆ Shop setting to accommodate classroom trades for plumbing, masonry, carpentry, and electrical
    - ◆ Include classroom space for twenty-five (25) students
29. **MIS Room (160 square meter or 16'x10')**
- In addition to a computer operators office space, a Main Information System, MIS room is needed to house network equipment that will feed all the northern schools of GPSS
  - **Electrical workloads of computer networks**
    - ◆ PBX equipments
    - ◆ servers, routers, printers
    - ◆ Air Conditioner

**Attachment "B"**

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(AD-2)

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30. **Center Courtyard**

- Adequate lighting for gathering around the courtyard

31. **Hallways**

- Widen hallways to accommodate and prevent students from getting wet during rainy days
- Install concrete benches in front of each classroom and other areas deemed feasible
- Install concrete tables and seat at corner areas of the courtyard (see tumon beaches, similar or better)

32. **Collateral Equipment**

- See attach list of JFK high school collateral equipment and submit brochure for approval or coordinate with the DPW's Project Managers/Engineers

**Attachment "B"**

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(AD-2)

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JFK High School		Quantity
Item No.	Item	
<b>STROOM</b>		
1	Book Shelves 4 tier	122
2	Bulletin Board 60"x36"	156
3	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	87
4	Computer System	239
5	Round Steel Wastebasket, 5.8 Ga	94
6	Storage Cabinet 30"x15"x66"	72
7	Student Combo Desk & Chair Chrome Frame (36in.)	2100
8	Teacher Chair	108
9	Teacher Desk(double pedastal) Model#88004	90
10	Teacher Filing Cabinet (4 Drawer)	90
11	Teacher Podiums	90
12	Wall Mount Guam Classroom Flag, 2' x 3'	90
13	World Map & Globe Combo, 4th to 12	34
14	Wall Mount U.S. Classroom Flag, 2' x 3'	90
15	Heavy Duty Steel Utility Shelf, 5 Tier, for storage rooms	60
16	Drying Rack for Art Classrooms	10
17	Fire Extinguisher	158
18	EnviroVentilation System, Skutt	5
18	Kilm Master, Skutt 1218-3	2
19	Whiteboards 4x6	127
<b>LABOR</b>		
1	18" Stacking Chair	120
2	Beakers Various sizes (Case)	30
3	Biohazard Waste Disposal	1
4	Bunsen Burner (Single)	30
5	Chemical Storage Cabinet	2
6	Dissecting Kit	60
7	Disecting Pan	60
8	Disecting Pins(Boxes)	60
9	Erlenmeyer Flask Various Sizes (Case)	40
10	Graduated Cylinders Various sizes (Case)	40
11	Hazardous Waste Storage Bin	2

000085

JFK High School		Quantity
Item No.	Item	
12	Material Safety Data Sheet CD	1
13	Merer Sticks	24
14	Microscope	0
15	Petri Dish	0
16	Prepared Slides Assorted Set	4
17	Pull Scales	4
18	Stainless Steel Trolleys	4
19	Test tubes 150 ML (Case)	0
20	Triple Beam Balance	0
21	Aquarium 50 Gallon with Accessories	0
22	Human Skelcton Model	4
23	Meosis Model	0
24	Mitosis Model	0
25	Cell Model	20
26	Eye Model	20
27	Binocular	20
28	Magnifying Glass	30
29	Science Table w/ Epoxy Resin Top	32
30	Swivel Stool with Backrest	40
31	Boreal Student Inclined Stereomicroscope	30
BAND/CHOR		
1	American Flag Set	2
2	Color Guard Flag Harness	5
3	Glass Display Shelves	4
4	Guam Flag Set	2
5	Marching Helmets	0
6	Marching Rifles	35
7	Multimedia Projector	1
8	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphones)	2
9	Podiums	1
10	Portable White Boards	2
11	Saber Swords	0
12	Velvet Chain	6
14	Computer System	6
BAND/CHOR		

000086



JFK High School		Quantity
Item No.	Item	
1	4 Tier Choral Risers w/Guard Rails *(20' x 30')	1
2	Acoustic Guitar	0
3	Acoustic Piano (upright)	1
4	Alto Clarinet	0
5	Amati Euphonium	0
6	Band Uniforms	40
7	Baritone Saxophone	0
8	Baritone Saxophones Reeds 3	0
9	Bass Amp	2
10	Bass Clarinet	0
11	Bass Drum w/stand	1
12	Bass Guitar	2
13	Bass Guitar Strings Set	2
14	Bass Violin	0
15	Baton	0
16	Beginner trombone	0
17	Blessing Flute	2
18	Blessing Piccolo	0
19	Book Shelves 4 tier	0
20	Box of Rico Clarinet Reeds 2.5	0
21	Cello	0
22	Choir Shell Complete Set	2
23	Clarinet Reeds Size 3	6
24	Crash Cymbals 12-13 inch	0
25	Cymbal Stand	0
26	Director Chair	3
27	Drum Snare Harness	2
28	Drum Snares	2
29	Drum Thrones	2
30	Drum w/symbals	2
31	Drumsticks	10
32	Electric Guitar	2
33	Flutes	1
34	Folio Cabinets	0
35	French Horn	0
36	Guitar Amp	1

000087

JFK High School		Quantity
Item No.	Item	
37	Guitar Strings Set (Acoustic)	10
38	Guitar Strings Set (Electric)	10
39	Keyboard Music Stand	1
40	Keyboard Speakers	1
41	Maracas	0
42	Marching Band Quads (Student Harness) w/Drum	1
43	Marimba	0
44	Misc Instrument Supplies and Accessories	1
45	Multimedia Computer	3
46	Music Chair Rack	2
47	Music Chairs	35
48	Music Sheets Band (asst.)	0
49	Music Sheets Choir (asst.)	0
50	Music Stand	40
51	Olds Alto Saxophones	0
52	Orchestra Bells	1

000088

JFK High School		Quantity
Item No.	Item	
53	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphone)	0
54	Printer & Scanner	1
55	Rico Alto Saxophone Reeds 2.5	6
56	Rico Alto Saxophone Reeds 3	0
57	Rico Metal Clarinet Ligatures	6
58	Rico Tenor Saxophone Reeds 2.5	6
59	Rico Tenor Saxophone Reeds 3	0
60	Selmer Clarinet	0
61	Shure Microphone	6
62	Shure Mils	0
63	Sleigh Bells	0
64	Slide Trombone	0
65	Soprano Saxophone	0
66	Stage (20x30)	2
67	Stage Curtains Set	2
68	Storage Cabinet 30"x15"x66"	2
69	Student Oboe	0
70	Tambourine	0
71	Teacher Podiums	2
72	Temple Blocks	0
73	Timpani Drums (set of 4)	0
74	Triangle	0
75	Trumpet	0
76	Tuba (4/4)	0
77	Valve Trombone	0
78	Violas	0
79	Violins	4
80	Wood Block	0
81	Xylophone	0
82	Yamaha Tyros 2 Keyboard	2
83	Cymbals	0
84	Drum Trap Sets, 2	0
85	Marching Base Drum	2
86	Marching Snare Drum	2
86	Marching Tri-Toms	2

000089

JFK High School		Quantity
Item No.	Item	
87	Souzaphones	0
88	Baritones	0
89	Tenor Trombones	0
90	Tenor Trombones w/Pattachments	0
91	Valve Trombone	0
92	Double French Horns	0
93	Cornets	0
94	Tenor Saxophones	0
95	Alto Saxophones	0
96	B-Flat Soprano Clarinet	0
97	E-Flat Soprano Clarinet	0
98	Bassoons	0
99	Oboes	0
100	Picolos	0
101	Electric Keyboard w/amp & stand	1
102	Electric Keyboard Amp	1
103	Electric Bass w/amp	1
104	Effects Peddal, Bass	0
105	Electric Guitar w/Amp	1
106	Effects Peddal, Guitar	0
107	Band Risers for 85 pc Band	0
108	Band Riser Caddy	0
109	Conductors Stand	0
110	Conductors Podium	0
111	Instrument Storage Cabinets	1
112	Music File Cabinets	1
113	Wenger Posture Student Chair	0
114	Component Stereo Sound system	1
115	DVD/VCR Combo	8
116	TV, 27"	8
117	AV Cart	13
118	Choral Risers, 120- Voice Choir	1
119	Grand Piano	0
120	Carry/Storage Racks for Music Stands	2

000090

JFK High School		Quantity
Item No.	Item	
1	500 lbs Barbel Set	1
2	5 Station/4 Stack Weight Station	2
3	Balance Beam	0
4	Balance Beam Scale	0
5	Ball Carry Net	2
6	Ball Rack	2
7	Base (3 base set)	1
8	Basketballs	15
9	Batons, Aluminium Relay	10
11	Bars	5
12	Clipboards, Sports (Basketball, Soccer, Volleyball, Football)	5
13	Cone Cart	1
14	Dumbbells with Portable Rack	1
15	Electric Pump	2
16	Equipment Bag 24x36"	2
17	First Aid Kit, 58 pc Trainer Set	2
18	Flag Football Set velero Blue	1
19	Flag Football Set velero Green	1
20	Flag Football Set velero Red	1
21	Flag Football Set velero Yellow	1
22	Flat Bench	4
23	Football Official Size	15
24	Gym Mats, 6' x 12'	10
25	Hurdles, Handy Hurdles™	6
26	Measuring Tape	2
27	Measuring Wheel	2
28	Megaphone	6
29	Pinnies (set of 12) Blue	0
30	Pinnies (set of 12) Green	0
31	Pinnies (set of 12) Red	0
32	Pinnies (set of 12) Yellow	0
33	Plate Rack	2
34	Portable White Board	4
35	Referee Stand	2
36	Rip Flag System	0

000091

JFK High School		Quantity
Item No.	Item	
37	Safety Cones 15"	12
38	Safety Cones 18"	24
39	Safety Cones 48"	8
40	Safety Cones 28"	12
41	Score Board	1
42	Soccerballs	20
43	Softball Bases	2
44	Softball Class Pack, Secondary. Include Balls, Gopher Sport	2
45	Stationary Bike	2
46	Stopwatch	5
47	Table Tennis	2
48	Table Tennis Balls, Pack of 144 pcs	1
49	Table Tennis Paddle	2
50	Teacher Chair	0
51	Teacher Desk, Single Pedestal	0
52	Teacher Filing Cabinet 4 Drawer	0
53	Tennis Balls	1
54	Tennis Net	2
55	Tennis Raquets Asst	4
56	Timer	1
57	Treadmill	2
58	Tag of War Rope	0
59	Volleyball Net	2
60	Volleyball Standard, Portable	2
61	Volleyballs	15
62	Weight Bench	4
63	Wrestling Mat 10 x 10	4
64	Aluminum Bleacher, 5 row, 50 seat capacity	4
65	Universal Gym (leg press, arm, laterals, etc)	1
66	Shower Curtain	4
67	Rugby Ball	10
68	Soccer Goal Post	0
69	Soccer Goal Net	2
70	Volleyball Standard, Portable	2
71	Volleyball Net, Competition Grade	2

000092

JFK High School		Quantity
Item No.	Item	
72	Fast Pitch Softball Pack	2
73	Softball Base Set	2
74	Portable Basketball System	2
75	Flag Belt System	2
76	Pinnies, 30 Pack	6
77	Indoor Soccer Goal	2
78	Outdoor Soccer Goal	1
79	Weight Scale	2
80	Gym Mats	10
81	Portable White Board	4
82	Weight Bench	4
83	Flat Weight Bench	4
84	Dumbell with Rack	1
85	Olympic Barbell Set	4
86	All-Terrain Equipment Wagon	1
87	All-Terrain Ball Master Rack	1
88	Utility Cart w/Cabinet (Blue)	2
89	30-Pedometer	2
90	8.5" dia Set Utility Balls - Set of 6	1
91	40" dia Omnikin Ball/Bladder	1
92	Archery Storage Cart	1
93	Bear Target Armguard	30
94	Bear Shooting Tab	30
95	36" Self-Healing Ethafoam Target	6
96	Roll-Away Target Stand	6
97	28"L Arrows (Set of 72)	1
98	30"L Arrows (Set of 72)	1
99	Package w/ 48"H Backboard (Forest Green Padding)	2
100	Bison Locking Ball Cart (Blue)	1
101	Rainbow Cyclone Basketballs, Size 6 (Set of 6)	1
102	Rainbow Cyclone Basketballs, Size 7 (Set of 6)	3
103	Fiberglass Stackable Benches - Yellow	6
104	Rainbow Set Half-Cones (Set of 36)	1
105	Storage Caddy	1
106	25 lb Capacity Dry Line Marker	1
107	English Measuring Wheel	1
108	Health-O-Meter FloorScale	1
109	UltraFit ClassStep Fitness Steps (Set of 26)	1
110	ClassStep Cart	1

000093

JFK High School		Quantity
Item No.	Item	
111	Folding Goal w/ Net	2
112	Size 4 Rainbow Set	2
113	GOPHER Performer Plus Size 5 Official	12
114	Team Croquet	1
115	Regulation Full-size Wrestling Mat	1
116	Mat Transport Carts 58"L x 22"W Cart, 30 lb	3
117	Tumbling Mats, Embassy Vinyl 6' x 12', 45 lb. Velcro on 2 ends, royal blue color	12
118	Mat Mover	2
119	AAI Graphite Parallel Bars	1
120	48"L x 24"W x 2"-12"H, Wedge, Blue	1
121	AAI Junior Coil Board	1
122	Vaulting Buck	1
123	Alumaflex Competition Balance Beam	1
124	6x15.5x12cmv4 Balance Landing Mat	1
125	Universal Transporters	1
126	Deluxe Heavy-Duty Electric Inflator	1
127	0.5 hp Inflator/Deflator	1
128	Softrosse Set, 12 Sticks, 12 Balls	2
129	Right Throw	26
130	Left Throw	4
131	Diamond 12RFPSC	24
132	All-Terrain Lockable Totemaster	1
133	DOM Clear Paddle	24
134	Body Ball Game	1
135	Rainbow Set of Large (36"L x 24"W) Mesh Bags - Set of 6	1
136	Hi-Lo Scoop set	12
Weight Room		
137	Mirrors installed on one wall	
138	Floor mats - 4' x 6' Solid Black Mat	
139	Teacher Desk (Double Pedestal)	1
140	Teacher Chair	1
141	Storage Cabinet 30" x 15" x 66"	1
142	Vertical Dumbbell Rack	1
143	Olympic Weight Set (Gray Plates)	1
144	Shoulder Press Stool, Gray Frame, Dark Green Upholstery	1
145	Tricep Rope	1
146	Tricep Bar	1
147	Power Source Smith Machine with Counter-Balance System, Gray Frame	1

000094



JFK High School		Quantity
Item No.	Item	
148	Adjustable Flat/Incline/Decline, Bench, Gray Frame, Dark Green Upholstery	1
149	Weight Pins	24
150	Spring Collars	24
151	Keys Plate—Loaded Set (Set of 9)	1
152	Plate Set w/Rack	1
<b>Dance Room</b>		
153	Glassless Wall Mounted Mirrors - 48" x 96"	6
154	Teacher Chair	2
155	Storage Cabinet 30" x 15" x 66"	2
156	Califone PowerPro Deluxe PA Music System  (heavy duty PA with wireless mike and CD capabilities)	1
157	Utility Cart w/Cabinet (Blue)	1
<b>Girls Lockerroom</b>		
158	12"D Six Tier Ventilated Locker, Triple-Wide, Unassembled (Grey)	18
<b>Miss PE Office</b>		
159	Teacher Desk (Double Pedestal)	3
160	Teacher Chair	3
161	Teacher Filing Cabinet (4 Drawer)	1
162	Shower Curtain	6
<b>Girls PE Office</b>		
163	Teacher Desk (Double Pedestal)	3
164	Washer/Dryer Stack Combo	1
165	Teacher Chair	3
166	Teacher Filing Cabinet (4 Drawer)	3
167	Storage Cabinet 30" x 15" x 66"	1
<b>COMPUTER CLASS</b>		
1	Bulletin Board 60x36	1
2	Computer System	255
3	Laptop System	44
4	Multi Media Projector	32
5	Printer & Scanner	136

000095

JFK High School		Quantity
Item No.	Item	
6	Split Level Computer Training Tables 72x36 (top & base)	0
7	Storage Cabinet 36x24x66	0
8	Student Chairs	82
9	Teacher Chair	18
10	Teacher Desk, Single Pedestal	1
11	Teacher Filing Cabinet 4 Drawer	0
12	Teacher Filing Cabinet 2 Drawer	17
		0
<b>HOMEROOM</b>		
1	Book Shelves 4 tier	0
2	Bulletin Board 60x36	0
3	Folding Table, Blow Molded Top	86
4	Refrigerator	4
5	Storage Cabinet 30x15x66	2
6	Student Chairs 18"	240
7	Teacher Chair	2
8	Teacher Desk	2
9	Teacher Filing Cabinet (4 Drawer)	0
10	Washing Machine	1
	Stove - Electric	0
<b>MAIN OFFICE</b>		
1	2 Drawer Filing Cabinets	6
2	2 Way Radios	25
3	4 Drawer Filing Cabinets	10
4	Beam Seating, 4 Seat, Lobby	5
5	Book Shelves 4 tier	14
6	Computer System	10
7	Die Cut	2
8	Display Case	9
9	Multimedia Projector	3
10	Outdoor Receptacle - Side Openings	20
11	Paper Dispenser (Butcher Paper Rack)	5
12	Paper Shredder	3
13	Printer & Scanner	9

000196

JFK High School		Quantity
Item No.	Item	
14	Refrigerator	1
15	Round Steel Wastebasket, 20 Ga	16
16	Round Steel Wastebasket, 20 Ga	90
17	Table, Adjustable Height, 30" x 72"	12
18	Analog/VOIP Business Telephones for all offices & classrooms	1
<b>PRINCIPAL</b>		
20	Boat Shape Conference Table	3
21	Legal Size 4 Drawer 512CP	5
22	Letter Size 2 drawer 514CP	2
23	Metal 4-tier shelves	4
24	Storage Cabinet 30x15x66	5
25	Student Chairs 18"	0
26	Whiteboards 4x6	5
27	Conference Mid Back Chair	48
28	Portable White Board	11
<b>DEPUTY PRINCIPAL</b>		
29	Legal Size 4 Drawer 512CP	19
30	Letter Size 2 drawer 514CP	19
31	Megaphone	4
32	Metal 4-tier shelves	6
33	Round Table, 48" Dia., Adjustable Height	3
34	Storage Cabinet 30x15x66	3
35	Student Chairs 18"	0
36	Whiteboards 4x6	11
<b>COUNSELOR</b>		
37	2 Drawer File Cabinet	2
38	4 Drawer File Cabinet	13
39	4 drawer lateral file (30"w X 19 1/4"d X 53 1/2"h) Hon Catalog pg. 167	0
40	4 drawer lateral file in charcoal (36"w X 19 1/4"d X 53 1/2"h) Hon Catalog pg. 166	0
42	Beam Seating, 4 Seat, Lobby	0
43	Metal Book Shelf 4-tier	2
44	Student Chair 18"	0

000097

JFK High School		Quantity
Item No.	Item	
45	Teacher Chair	9
46	Teacher Desk	5
47	Whiteboard, Portable 3' x 6', MR-736	7

000098

JFK High School		Quantity
Item No.	Item	
<b>STAFF LIBRARY</b>		
48	2 Drawer File Cabinet	0
49	4 Drawer File Cabinet	0
50	Bullenn Board 60"x36"	1
51	Metal Book Shelf 4-tier	0
52	Student Chairs	0
53	Teacher Chair	0
54	Teacher's Desk	0
<b>ADMIN OFFICE</b>		
55	2 drawer File Cabinet	3
56	4 Drawer File Cabinet	4
57	Binding Machine System	1
58	Bullenn Board 60"x36"	1
59	Cash Box	4
60	Electronic Safe	1
61	Key Box Storage, Hold 240 Keys, #k-240	1
62	Laminating Machine	4
63	Metal Book Shelf 4-tier	2
64	Paper Shredder	1
65	Paper Tummer	3
66	Storage Cabinet, Metal 36x18x72, #FH-183	18
67	Teacher Chair	4
68	Teacher Desk	4
69	Whireboard	1
<b>COMPUTER OPERATOR OFFICE</b>		
70	Columbia School Computer System	0
71	EPSON DFX 8500	3
72	Surge Protectors	30
73	Zip Drives, Iomega 750Mb	0
<b>ESL COORDINATOR</b>		
74	2 Drawer File Cabinet	2
75	4 Drawer File Cabinet	2
76	Storage Cabinet, Metal 36x18x72, #FH-183	2

000093

JFK High School		Quantity
Item No.	Item	
77	Teacher Chair	2
78	Teacher Desk	2
	Sink for Classrooms	0

000100

JFK High School		Quantity
Item No.	Item	
1	2 Drawer File Cabinet	40
2	4 Drawer File Cabinet	4
3	Balance Beam Scale	5
4	Biohazard Waste Disposal	5
5	BMI Scale, SECA 703 Electronic Measuring Station	4
6	Carts	1
7	Dryer	5
8	Emergency carts, Medical Supply #73449	4
9	Exam Light	20
10	First Aid Couch	5
11	Folding Portable Curtain	5
12	Narcotics Cabinet	5
13	Oto/Ophthalmoscope Set	5
14	Refrigerator	6
15	Sphygmomanometer (Blood Pressure Cuffs)	6
16	Steel Step-On- Can, 12 Gallon	1
17	Steel Step-On- Can, 24 Gallon	6
18	Stethoscopes, Sprague Rappaport Type	10
19	Storage Cabinet, Metal 36x18x72, #PH-183	5
20	Stretcher, Transport	4
21	Stretchers, Aluminum Break-Apart #JAS400	15
22	Teacher Chair	15
23	Teacher Desk	50
24	Thermometer	15
25	Towel Dispenser, C-Fold	5
26	Vision Screening Instrument	6
27	Washer	5
28	Water Dispenser (Hot, Cold & Room Temp)	10
29	Wheel Chairs	30
30	Crutches, Adjustable	10
31	16" Standing Fan	19
32	Shower Curtain	48
33	Blanket	0

000101

JFK High School		Quantity
Item No.	Item	
		0
CATERING		
1	Cafeteria Table	20
2	Utility Cart	4
3	Teaspoon, Stainless Steel	50
4	Dinner Fork, Stainless Steel	50
5	Melamine Six Compartment Tray	1000
6	Serving Spoon	10
7	Serving Spoon, Slotted	10
8	Ladle, 14-1/2", 4 oz.	5
9	Dial Thermometers, Pocket Test	3
10	Serving Tongs, 16"	5
11	Disher, Scooper, Size 6	5
12	Cutting Board	2
13	Scales	1
14	Trash Cans	10
15	Mop Bucket & Wringer	1
16	Measuring Spoon Set	2
17	Measuring 4 quarr. w/handle	1
18	16 quart Heavy Weight Colander	1
19	12"x18"x6" Food Storage Boxes w/lids	0
20	Full Size 4" Deep Stainless Steel Steam Pan's w/cover	8
21	Platform Trucks (70" Length X 40" Width)	1
22	6' x 4' Non-slip Rubber Mat for entrance way	6



JFK High School		Quantity
Item No.	Item	
JANUARY		
1	60 DIA x 29 in Brodart #60-850-000	7
2	AV Carts 44"	3
3	Cam Corder, Panasonic Palm corder Mini DV Digital	1
4	Card Catalog Cabinets	5
5	CD/Cassette Player	1
6	Circulation Desk System	10
7	Computer System	3
8	Digital Camera	1
9	Diversity Stand	1
10	Library Automation Software, Book Bar Coder and scanner	1
11	Library Security System	3
12	Multimedia Projector	1
13	Newspaper Displayers	7
14	Overhead Projector Cart	1
15	Paper Dispenser (Butcher Paper Rack)	3
16	Periodical Displayers	3
17	Portable White Board	5
18	Printer & Scanner	24
19	Projector - Overhead 3m	0
20	Revolver	20
21	Round Folding Table	200
22	Student Chair 18"	5
23	Table, Adjustable Height, 30" x 72"	7
24	Traditional Single-Sided Book Truck	3
25	Tripod Projector Screens	2
26	Tripods for Video Camcorder	14
27	TV - 27 in.	14
28	VHS/DVD Player	12
29	Width stick	0
		0
FEBRUARY		
30	2 Drawer File Cabinet	7
31	4 Drawer File Cabinet	5

000103



Unit Cost	Total Cost	Equipment Source
285.00	\$ 34,770.00	www.schooloutfitter.com
144.95	\$ 22,612.20	Micro School
328.00	\$ 28,536.00	www.schooloutfitter.com
2,646.00	\$ 632,394.00	www.dell.com
11.70	\$ 1,099.80	www.schooloutfitter.com
279.00	\$ 20,088.00	www.bayonlinenow.com
150.00	\$ 315,000.00	www.schooloutfitter.com
320.00	\$ 34,560.00	www.atdamerican.com
403.48	\$ 36,313.20	www.atdamerican.com
198.90	\$ 17,901.00	www.staples.com
300.00	\$ 27,000.00	www.schooloutfitter.com
10.90	\$ 981.00	www.united-states-flag.com
241.73	\$ 8,218.82	www.markerboard.com
10.90	\$ 981.00	www.united-states-flag.com
200.00	\$ 12,000.00	www.homedepot.com
199.95	\$ 1,999.50	www.american.com
35.00	\$ 5,330.00	Blaze Out
353.45	\$ 1,767.25	www.enasco.com
2,290.00	\$ 4,580.00	www.enasco.com
\$ 159.95	\$ 20,313.65	www.ergoindemand.com
68.00	\$ 8,160.00	www.wardsci.com
18.96	\$ 568.80	www.wardsci.com
168.95	\$ 168.95	www.wardsci.com
18.95	\$ 568.50	www.wardsci.com
250.00	\$ 500.00	www.wardsci.com
9.75	\$ 585.12	www.wardsci.com
15.35	\$ 921.00	www.wardsci.com
10.55	\$ 633.00	www.wardsci.com
38.85	\$ 1,554.00	www.wardsci.com
27.75	\$ 1,110.00	www.wardsci.com
85.00	\$ 170.00	www.wardsci.com

Unit Cost	Total Cost	Equipment Source
595.00	\$ 595.00	www.carolina.com
8.95	\$ 214.80	www.wardsci.com
199.00	\$ -	www.wardsci.com
6.15	\$ -	www.wardsci.com
675.00	\$ 2,700.00	www.carolina.com
4.25	\$ 17.00	www.wardsci.com
219.00	\$ 876.00	www.wardsci.com
21.75	\$ -	www.wardsci.com
89.00	\$ -	www.wardsci.com
300.00	\$ -	Feather and Fins
299.99	\$ 1,199.96	www.carolina.com
285.00	\$ -	www.carolina.com
285.00	\$ -	www.carolina.com
185.50	\$ 3,710.00	www.carolina.com
170.00	\$ 3,400.00	www.carolina.com
495.00	\$ 9,900.00	www.carolina.com
49.99	\$ 1,499.70	www.carolina.com
\$ 960.00	\$ 30,720.00	
\$ 95.00	\$ 3,800.00	
\$ 175.00	\$ 5,250.00	
\$ 135.00	\$ 270.00	www.united-states-flag.com
51.25	\$ 256.25	www.paradestore.com
634.00	\$ 2,536.00	www.ergondemand.com
\$ 135.00	\$ 270.00	www.united-states-flag.com
53.95	\$ -	www.paradestore.com
\$ 31.50	\$ 1,102.50	www.paradestore.com
949.00	\$ 949.00	www.aidamerican.com
1,500.00	\$ 3,000.00	www.zzounds.com
300.00	\$ 300.00	www.schooloutfitters.com
352.10	\$ 704.20	www.flaghouse.com
360.00	\$ -	www.paradestore.com
23.95	\$ 143.70	www.paradestore.com
\$ 2,646.00	\$ 15,876.00	www.dell.com

Unit Cost	Total Cost	Equipment Source
\$ 3,000.00	\$ 3,000.00	www.schooloutfitters.com
\$ 330.00	\$	www.music123.com
\$ 2,500.00	\$ 2,500.00	www.wybw.com
\$ 5,800.00	\$	www.samash.com
\$ 1,525.00	\$	www.azmusiccenter.com
\$ 200.00	\$ 8,000.00	www.marchingworld.com
\$ 5,000.00	\$	www.wybw.com
\$ 24.50	\$	www.wybw.com
\$ 280.00	\$ 560.00	www.samash.com
\$ 1,500.00	\$	www.samash.com
\$ 530.00	\$ 530.00	www.wybw.com
\$ 700.00	\$ 1,400.00	www.music123.com
\$ 17.00	\$ 34.00	www.music123.com
\$ 1,000.00	\$	www.samash.com
\$ 23.95	\$	www.marchingworld.com
\$ 250.00	\$	www.samash.com
\$ 540.00	\$ 1,080.00	www.azmusiccenter.com
\$ 435.35	\$	www.azmusiccenter.com
\$ 285.00	\$	www.schooloutfitters.com
\$ 20.00	\$	www.samash.com
\$ 563.00	\$	www.samash.com
\$ 299.00	\$ 598.00	www.samash.com
\$ 20.00	\$ 120.00	www.samash.com
\$ 269.99	\$	www.musicianfriend.com
\$ 84.99	\$	www.musicianfriend.com
\$ 89.99	\$ 269.97	www.directorchair.com
\$ 39.99	\$ 79.98	www.musicianfriend.com
\$ 161.00	\$ 322.00	www.samash.com
\$ 199.99	\$ 399.98	www.musicianfriend.com
\$ 300.00	\$ 600.00	www.samash.com
\$ 12.99	\$ 129.90	www.music123.com
\$ 380.00	\$ 760.00	www.music123.com
\$ 2,100.00	\$ 2,100.00	www.wybw.com
\$ 1,721.55	\$	www.wybw.com
\$ 2,100.00	\$	www.wybw.com
\$ 80.00	\$ 80.00	www.music123.com

000107

Unit Cost	Total Cost	Equipment Source
\$ 5.30	\$ 53.00	www.music123.com
\$ 5.30	\$ 53.00	www.music123.com
\$ 150.00	\$ 150.00	www.music123.com
\$ 199.00	\$ 199.00	www.music123.com
\$ 44.00	\$ -	www.samash.com
\$ 589.99	\$ 589.99	www.marchingworld.com
\$ 2,700.00	\$ -	www.wybw.com
\$ 10,000.00	\$ 10,000.00	www.samash.com
\$ 2,646.00	\$ 7,938.00	www.dell.com
\$ 300.00	\$ 600.00	www.usmarketboard.com
\$ 30.00	\$ 1,050.00	www.usmarketboard.com
\$ 8,000.00	\$ -	www.samash.com
\$ 8,000.00	\$ -	www.samash.com
\$ 50.00	\$ 2,000.00	www.samash.com
\$ 350.00	\$ -	www.samash.com
\$ 1,000.00	\$ 1,000.00	www.samash.com

Unit Cost	Total Cost	Equipment Source
\$ 1,114.00	\$	Micro Office
\$ 79.99	\$ 79.99	www.hp.com
\$ 18.00	\$ 108.00	www.samash.com
\$ 18.00	\$	www.samash.com
\$ 8.99	\$ 53.94	www.azmusiccenter.com
\$ 14.00	\$ 84.00	www.samash.com
\$ 14.00	\$	www.samash.com
\$ 979.00	\$	www.samash.com
\$ 300.00	\$ 1,800.00	www.music123.com
\$ 159.00	\$	www.music123.com
\$ 44.99	\$	www.music123.com
\$ 1,799.00	\$	www.wvbw.com
\$ 299.00	\$	www.wvbw.com
\$ 5,038.00	\$ 10,076.00	www.33office.com
\$ 399.00	\$ 798.00	www.theatersmats.com
\$ 279.00	\$ 558.00	www.buyonline.com
\$ 829.00	\$	www.wvbw.com
\$ 16.95	\$	www.wvbw.com
\$ 300.00	\$ 600.00	www.theclubfilters.com
\$ 249.99	\$	www.music123.com
\$ 4,000.00	\$	www.wvbw.com
\$ 20.00	\$	www.wvbw.com
\$ 1,200.00	\$	www.wvbw.com
\$ 4,000.00	\$	www.wvbw.com
\$ 1,139.00	\$	www.wvbw.com
\$ 267.00	\$	www.wvbw.com
\$ 179.00	\$ 716.00	www.wvbw.com
\$ 15.49	\$	www.music123.com
\$ 2,159.00	\$	www.wvbw.com
\$ 3,495.00	\$ 6,990.00	www.music123.com
\$ 169.00	\$	www.music123.com
\$ 559.00	\$	www.music123.com
\$ 200.00	\$ 400.00	www.samash.com
\$ 200.00	\$ 400.00	www.samash.com
\$ 500.00	\$ 1,000.00	www.samash.com

Unit Cost	Total Cost	Equipment Source
\$ 3,000.00	\$ -	www.samash.com
\$ 2,000.00	\$ -	www.samash.com
\$ 700.00	\$ -	www.samash.com
\$ 1,200.00	\$ -	www.samash.com
\$ 2,500.00	\$ -	www.samash.com
\$ 3,700.00	\$ -	www.samash.com
\$ 1,600.00	\$ -	www.samash.com
\$ 2,800.00	\$ -	www.samash.com
\$ 1,600.00	\$ -	www.samash.com
\$ 1,200.00	\$ -	www.samash.com
\$ 1,200.00	\$ -	www.samash.com
\$ 6,000.00	\$ -	www.samash.com
\$ 2,800.00	\$ -	www.samash.com
\$ 2,500.00	\$ -	www.samash.com
\$ 2,500.00	\$ 2,500.00	www.samash.com
\$ 500.00	\$ 500.00	www.samash.com
\$ 375.00	\$ 375.00	www.samash.com
\$ 139.00	\$ -	www.samash.com
\$ 799.00	\$ 799.00	www.samash.com
\$ 199.00	\$ -	www.samash.com
\$ 18,000.00	\$ -	www.samash.com
\$ 343.00	\$ -	www.samash.com
\$ 60.00	\$ -	www.wybw.com
\$ 500.00	\$ -	www.schooloutfitters.com
\$ 10,000.00	\$ 10,000.00	www.wybw.com
\$ 1,200.00	\$ 1,200.00	www.wybw.com
\$ 200.00	\$ -	www.wengercorp.com
\$ 1,200.00	\$ 1,200.00	www.cratefield.com
\$ 109.00	\$ 872.00	www.cratefield.com
\$ 323.99	\$ 2,591.92	www.cratefield.com
\$ 264.00	\$ 3,432.00	www.cratefield.com
\$ 14,500.00	\$ 14,500.00	www.american.com
\$ 8,000.00	\$ -	Town House
\$ 400.00	\$ 800.00	www.wybw.com



Unit Cost	Total Cost	Equipment Source
\$ 199.00	\$ 199.00	www.flaghouse.com
\$ 4,254.00	\$ 8,508.00	www.gophersport.com
\$ 1,595.00	\$ -	www.gophersport.com
\$ 983.00	\$ -	www.schoolhealth.com
\$ 309.00	\$ 618.00	www.gophersport.com
\$ 329.00	\$ 658.00	www.gophersport.com
\$ 34.95	\$ 34.95	www.gophersport.com
\$ 37.95	\$ 569.25	www.gophersport.com
\$ 2.95	\$ 29.50	www.gophersport.com
\$ 22.95	\$ 114.75	www.gophersport.com
\$ 40.00	\$ 200.00	www.gophersport.com
\$ 195.00	\$ 195.00	www.gophersport.com
\$ 849.00	\$ 849.00	www.gophersport.com
\$ 139.00	\$ 278.00	www.gophersport.com
\$ 89.95	\$ 179.90	www.gophersport.com
\$ 219.00	\$ 438.00	www.gophersport.com
\$ 145.00	\$ 145.00	www.gophersport.com
\$ 145.00	\$ 145.00	www.gophersport.com
\$ 145.00	\$ 145.00	www.gophersport.com
\$ 145.00	\$ 145.00	www.gophersport.com
\$ 189.00	\$ 756.00	www.gophersport.com
\$ 26.95	\$ 404.25	www.gophersport.com
\$ 519.00	\$ 5,190.00	www.gophersport.com
\$ 129.00	\$ 774.00	www.gophersport.com
\$ 10.95	\$ 21.90	www.gophersport.com
\$ 165.00	\$ 330.00	www.gophersport.com
\$ 159.00	\$ 954.00	www.gophersport.com
\$ 22.95	\$ -	www.gophersport.com
\$ 22.95	\$ -	www.gophersport.com
\$ 22.95	\$ -	www.gophersport.com
\$ 22.95	\$ -	www.gophersport.com
\$ 69.95	\$ 139.90	www.gophersport.com
\$ 352.10	\$ 1,408.40	www.gophersport.com
\$ 219.00	\$ 438.00	www.gophersport.com
\$ 36.95	\$ -	www.gophersport.com

Unit Cost	Total Cost	Equipment Source
\$ 2.50	\$ 30.00	www.gophersport.com
\$ 10.95	\$ 262.80	www.gophersport.com
\$ 50.00	\$ 400.00	www.gophersport.com
\$ 18.00	\$ 216.00	www.gophersport.com
\$ 7,000.00	\$ 7,000.00	www.gophersport.com
\$ 26.95	\$ 539.00	www.gophersport.com
\$ 90.00	\$ 180.00	www.gophersport.com
\$ 1,085.00	\$ 2,170.00	www.gophersport.com
\$ 759.00	\$ 1,518.00	www.gophersport.com
\$ 34.95	\$ 174.75	www.gophersport.com
\$ 409.00	\$ 818.00	www.gophersport.com
\$ 25.95	\$ 25.95	www.gophersport.com
\$ 45.95	\$ 91.90	www.gophersport.com
\$ 320.00	\$ -	www.atdamerican.com
\$ 403.48	\$ -	www.atdamerican.com
\$ 198.90	\$ -	www.atdamerican.com
\$ 84.95	\$ 84.95	www.gophersport.com
\$ 119.00	\$ 238.00	www.gophersport.com
\$ 16.95	\$ 67.80	www.gophersport.com
\$ 429.00	\$ 429.00	www.gophersport.com
\$ 1,195.00	\$ 2,390.00	www.gophersport.com
\$ 94.95	\$ -	www.gophersport.com
\$ 99.00	\$ 198.00	www.gophersport.com
\$ 238.99	\$ 477.98	www.gophersport.com
\$ 32.95	\$ 494.25	www.gophersport.com
\$ 299.00	\$ 1,196.00	www.gophersport.com
\$ 360.00	\$ 1,440.00	www.akathletics.com
\$ 4,844.00	\$ 19,376.00	www.alfaxfurniture.com
\$ 4,500.00	\$ 4,500.00	www.sporttime.com
\$ 19.99	\$ 79.96	www.kmart.com
\$ 29.99	\$ 299.90	www.sporttime.com
\$ 995.00	\$ -	www.gophersport.com
\$ 85.99	\$ 171.98	www.gophersport.com
\$ 238.99	\$ 477.98	www.gophersport.com
\$ 81.00	\$ 162.00	www.gophersport.com

Unit Cost	Total Cost	Equipment Source
\$ 800.00	\$ 1,600.00	www.gophersport.com
\$ 40.00	\$ 80.00	www.gophersport.com
\$ 495.00	\$ 990.00	www.gophersport.com
\$ 149.00	\$ 298.00	www.gophersport.com
\$ 149.00	\$ 894.00	www.gophersport.com
\$ 84.95	\$ 169.90	www.gophersport.com
\$ 1,700.00	\$ 1,700.00	www.gophersport.com
\$ 596.85	\$ 1,193.70	www.gophersport.com
\$ 519.00	\$ 5,190.00	www.gophersport.com
\$ 379.00	\$ 1,516.00	www.gophersport.com
\$ 287.00	\$ 1,148.00	www.gophersport.com
\$ 189.00	\$ 756.00	www.gophersport.com
\$ 820.00	\$ 820.00	www.gophersport.com
\$ 344.00	\$ 1,376.00	www.gophersport.com
\$ 249.00	\$ 249.00	www.gophersport.com
\$ 345.00	\$ 345.00	www.gophersport.com
\$ 389.00	\$ 778.00	www.gophersport.com
\$ 499.00	\$ 998.00	www.gophersport.com
\$ 39.95	\$ 39.95	www.gophersport.com
\$ 169.00	\$ 169.00	www.gophersport.com
\$ 299.00	\$ 299.00	www.gophersport.com
\$ 7.95	\$ 238.50	www.gophersport.com
\$ 5.95	\$ 178.50	www.gophersport.com
\$ 185.00	\$ 1,110.00	www.gophersport.com
\$ 79.95	\$ 479.70	www.gophersport.com
\$ 239.00	\$ 239.00	www.gophersport.com
\$ 239.00	\$ 239.00	www.gophersport.com
\$ 1,159.00	\$ 2,318.00	www.gophersport.com
\$ 325.00	\$ 325.00	www.gophersport.com
\$ 79.95	\$ 79.95	www.gophersport.com
\$ 84.95	\$ 254.85	www.gophersport.com
\$ 599.00	\$ 3,594.00	www.gophersport.com
\$ 29.95	\$ 29.95	www.gophersport.com
\$ 5.95	\$ 5.95	www.gophersport.com
\$ 159.00	\$ 159.00	www.gophersport.com
\$ 169.00	\$ 169.00	www.gophersport.com
\$ 99.95	\$ 99.95	www.gophersport.com
\$ 749.00	\$ 749.00	www.gophersport.com
\$ 209.00	\$ 209.00	www.gophersport.com

Unit Cost	Total Cost	Equipment Source
\$ 44.95	\$ 89.90	www.gophersport.com
\$ 54.95	\$ 109.90	www.gophersport.com
\$ 13.95	\$ 167.40	www.gophersport.com
\$ 199.00	\$ 199.00	www.gophersport.com
	\$ -	
\$ 119.00	\$ 357.00	www.gophersport.com
\$ 639.00	\$ 7,668.00	www.gophersport.com
\$ 179.00	\$ 358.00	www.gophersport.com
\$ 1,695.00	\$ 1,695.00	www.gophersport.com
\$ 179.00	\$ 179.00	www.gophersport.com
\$ 369.00	\$ 369.00	
\$ 1,499.00	\$ 1,499.00	dickssportinggoods.com
\$ 1,825.00	\$ 1,825.00	www.ten-o.com
\$ 796.00	\$ 796.00	www.ten-o.com
\$ 303.00	\$ 303.00	www.ten-o.com
\$ 145.00	\$ 145.00	www.gophersport.com
\$ 59.95	\$ 59.95	www.gophersport.com
\$ 239.00	\$ 478.00	www.gophersport.com
\$ 29.95	\$ 778.70	www.gophersport.com
\$ 29.95	\$ 119.80	www.gophersport.com
\$ 4.50	\$ 108.00	www.gophersport.com
\$ 239.00	\$ 239.00	www.gophersport.com
\$ 4.50	\$ 108.00	www.gophersport.com
\$ 99.95	\$ 99.95	www.gophersport.com
\$ 64.95	\$ 64.95	www.gophersport.com
\$ 26.25	\$ 315.00	
	\$ -	
\$ 64.95	\$ -	www.gophersport.com
	\$ -	
\$ 320.00	\$ 320.00	www.atdamerica.com
	\$ -	
\$ 259.00	\$ 259.00	www.gophersport.com
\$ 349.00	\$ 349.00	www.gophersport.com
\$ 239.00	\$ 239.00	www.gophersport.com
\$ 19.95	\$ 19.95	www.gophersport.com
\$ 19.95	\$ 19.95	www.gophersport.com
\$ 1,795.00	\$ 1,795.00	www.gophersport.com

Unit Cost	Total Cost	Equipment Source
\$ 439.00	\$ 439.00	www.gophersport.com
	\$ -	
\$ 5.75	\$ 138.00	www.eNasco.com
\$ 3,995.00	\$ 3,995.00	www.gophersport.com
\$ 509.00	\$ 509.00	www.gophersport.com
\$ 395.00	\$ 2,370.00	Flaghouse
\$ 320.00	\$ 640.00	www.atdamerica.com
\$ 279.00	\$ 558.00	www.buyonlinenow.com
\$ 2,879.00	\$ 2,879.00	www.gophersport.com
	\$ -	
\$ 389.00	\$ 389.00	www.gophersport.com
\$ 879.00	\$ 15,822.00	www.gophersport.com
\$ 403.48	\$ 1,210.44	
\$ 320.00	\$ 960.00	www.atdamerica.com
\$ 198.90	\$ 198.90	www.staples.com
\$ 12.00	\$ 72.00	www.kmart.com
\$ 403.00	\$ 1,209.00	
\$ 699.00	\$ 699.00	
\$ 320.00	\$ 960.00	www.atdamerica.com
\$ 198.90	\$ 596.70	www.staples.com
\$ 279.00	\$ 279.00	www.buyonlinenow.com
\$ 144.95	\$ 144.95	Micro Office
\$ 2,646.00	\$ 674,730.00	www.dell.com
\$ 1,500.00	\$ 66,000.00	www.dell.com
\$ 949.00	\$ 30,368.00	www.atlantican.com
\$ 528.95	\$ 71,937.20	www.hp.com

Unit Cost	Total Cost	Equipment Source
\$ 374.00	\$	Micro Office
\$ 841.00	\$	Micro Office
\$ 68.00	\$ 5,576.00	www.vrco.com
\$ 320.00	\$ 5,760.00	www.ardamerican.com
\$ 403.48	\$ 403.48	www.ardamerican.com
\$ 198.90	\$	www.staples.com
\$ 168.90	\$ 2,871.30	www.staples.com
\$ 285.00	\$	www.schooloutfitters.com
\$ 339.00	\$	www.officechairs.com
\$ 89.00	\$ 7,654.00	www.schooloutfitters.com
\$ 450.00	\$ 1,800.00	www.homedepot.com
\$ 279.00	\$ 558.00	www.buyonline.com
\$ 68.00	\$ 16,320.00	www.vrco.com
\$ 320.00	\$ 640.00	www.ardamerican.com
\$ 403.48	\$ 806.96	www.ardamerican.com
\$ 198.90	\$	www.ardamerican.com
\$ 379.00	\$ 379.00	www.homedepot.com
\$ 168.90	\$ 1,013.40	www.schooloutfitters.com
\$ 224.11	\$ 5,662.75	www.motorola.com
\$ 198.90	\$ 1,989.00	www.staples.com
\$ 419.00	\$ 2,095.00	www.ardamerican.com
\$ 285.00	\$ 3,990.00	www.schooloutfitters.com
\$ 2,646.00	\$ 26,460.00	www.dell.com
\$ 2,310.00	\$ 4,620.00	www.allison.com
\$ 1,099.00	\$ 9,891.00	www.schooloutfitters.com
\$ 949.00	\$ 2,847.00	www.ardamerican.com
\$ 233.00	\$ 4,669.00	www.schooloutfitters.com
\$ 410.00	\$ 2,200.00	www.highsmith.com
\$ 912.85	\$ 2,738.55	www.usmarkerboard.com
\$ 528.95	\$ 4,760.55	www.hp.com

Unit Cost	Total Cost	Equipment Source
\$ 450.00	\$ 450.00	www.homedepot.com
\$ 52.00	\$ 832.00	www.schooloutfitters.com
\$ 52.00	\$ 4,680.00	www.schooloutfitters.com
\$ 246.00	\$ 2,952.00	www.schooloutfitters.com
\$ 101,100.00	\$ 101,100.00	E-Rate /Pacific Data Systems
\$ 989.00	\$ 2,967.00	www.atdamerican.com
\$ 352.00	\$ 1,760.00	Micro School p.169
\$ 225.00	\$ 450.00	Micro School p.169
\$ 285.00	\$ 1,140.00	www.schooloutfitters.com
\$ 279.00	\$ 1,395.00	www.buyonlinenow.com
\$ 68.00	\$	www.virco.com
\$ 159.95	\$ 799.75	www.ergoindemand.com
\$ 149.00	\$ 7,152.00	www.atdamerican.com
\$ 325.00	\$ 3,575.00	National Office p.16
\$ 352.00	\$ 6,688.00	Micro School p.169
\$ 225.00	\$ 4,275.00	Micro School p.169
\$ 149.50	\$ 598.00	Micro School AV 2007 p.185
\$ 285.00	\$ 1,710.00	www.schooloutfitters.com
\$ 161.40	\$ 484.20	www.schooloutfitters.com
\$ 279.00	\$ 837.00	www.buyonlinenow.com
\$ 68.00	\$	www.virco.com
\$ 159.95	\$ 1,759.45	www.ergoindemand.com
\$ 168.90	\$ 337.80	www.staples.com
\$ 198.90	\$ 2,585.70	www.staples.com
\$ 508.00	\$	www.schooloutfitters.com
\$ 874.00	\$	www.schooloutfitters.com
\$ 419.00	\$	www.schooloutfitters.com
\$ 285.00	\$ 570.00	www.schooloutfitters.com
\$ 68.00	\$	www.virco.com

Unit Cost	Total Cost	Equipment Source
\$ 320.00	\$ 2,880.00	<a href="http://www.atdamerican.com">www.atdamerican.com</a>
\$ 403.48	\$ 2,017.40	<a href="http://www.atdamerican.com">www.atdamerican.com</a>
\$ 325.00	\$ 2,275.00	National Office p 16



Unit Cost	Total Cost	Equipment Source
\$ 168.90	\$ -	www.staples.com
\$ 198.90	\$ -	www.staples.com
\$ 339.00	\$ 339.00	www.officefurniture.com
\$ 285.00	\$ -	www.schooloutfitters.com
\$ 68.00	\$ -	www.vitro.com
\$ 320.00	\$ -	www.atdamerican.com
\$ 403.48	\$ -	www.atdamerican.com
\$ 168.90	\$ 506.70	www.staples.com
\$ 198.90	\$ 795.60	www.staples.com
\$ 589.00	\$ 589.00	www.mybinding.com
\$ 339.00	\$ 339.00	www.officefurniture.com
\$ 22.99	\$ 91.96	www.americanhotel.com
\$ 140.00	\$ 140.00	www.americanhotel.com
\$ 349.00	\$ 349.00	National Office p.15
\$ 1,295.00	\$ 5,180.00	www.usmarkerboard.com
\$ 285.00	\$ 570.00	www.schooloutfitters.com
\$ 912.85	\$ 912.85	www.usmarkerboard.com
\$ 143.58	\$ 450.74	www.usmarkerboard.com
\$ 195.00	\$ 3,510.00	National Office p.24
\$ 320.00	\$ 1,280.00	www.atdamerican.com
\$ 403.48	\$ 1,613.92	www.atdamerican.com
\$ 159.95	\$ 159.95	www.ergoindemand.com
	\$ -	
\$ 2,613.99	\$ 7,841.97	www.bluedogin.com
\$ 24.99	\$ 749.70	www.homedepot.com
\$ 199.95	\$ -	www.pccconnection.com
\$ 168.90	\$ 337.80	www.staples.com
\$ 198.90	\$ 397.80	www.staples.com
\$ 195.00	\$ 390.00	National Office p.24

Unit Cost	Total Cost	Equipment Source
\$ 320.00	\$ 640.00	www.ardamerican.com
\$ 403.48	\$ 806.96	www.ardamerican.com

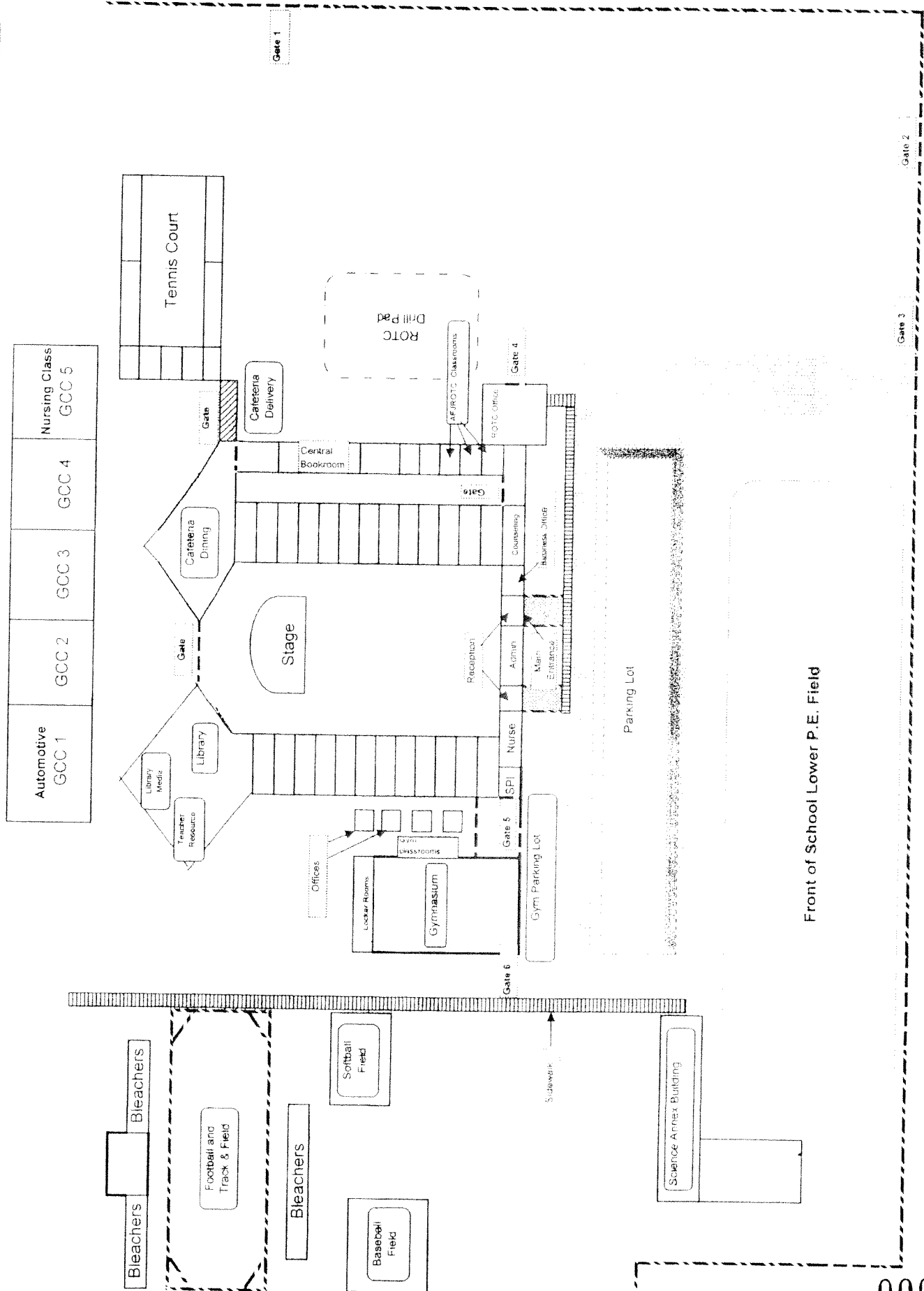
Unit Cost	Total Cost	Equipment Source
\$ 168.90	\$ 6,756.00	www.staples.com
\$ 198.90	\$ 795.60	www.staples.com
\$ 983.00	\$ 4,915.00	www.schoolhealth.com
\$ 168.95	\$ 844.75	www.schoolhealth.com
\$ 348.00	\$ 1,392.00	Macgill 2007 p.76
\$ 639.00	\$ 639.00	Macgill 2007 p.129
\$ 359.00	\$ 1,795.00	www.homedepot.com
\$ 185.00	\$ 740.00	Macgill 2007 p.133
\$ 239.99	\$ 4,799.80	www.americanhotel.com
\$ 472.64	\$ 2,363.20	www.schoolhealth.com
\$ 159.99	\$ 799.95	www.americanhotel.com
\$ 469.99	\$ 2,349.95	www.schoolhealth.com
\$ 169.99	\$ 849.95	www.americanhotel.com
\$ 450.00	\$ 2,700.00	www.homedepot.com
\$ 29.99	\$ 179.94	www.schoolhealth.com
\$ 129.95	\$ 129.95	www.schoolhealth.com
\$ 168.95	\$ 1,013.70	www.schoolhealth.com
\$ 13.99	\$ 139.90	www.schoolhealth.com
\$ 195.00	\$ 975.00	National Office p.24
\$ 1,300.00	\$ 5,200.00	www.schoolhealth.com
\$ 645.00	\$ 9,675.00	www.schoolhealth.com
\$ 320.00	\$ 4,800.00	www.atlamerican.com
\$ 403.48	\$ 20,174.00	www.atlamerican.com
\$ 89.94	\$ 1,349.10	www.macgill.com
\$ 55.00	\$ 275.00	www.schoolhealth.com
\$ 2,062.95	\$ -	www.schoolhealth.com
\$ 379.00	\$ 1,895.00	www.homedepot.com
\$ 165.00	\$ 1,650.00	www.schoolhealth.com
\$ 199.99	\$ 5,999.70	www.schoolhealth.com
\$ 27.95	\$ 279.50	www.schoolhealth.com
\$ 29.95	\$ 569.05	www.homedepot.com
\$ 19.99	\$ 959.52	www.homedepot.com
\$ 19.50	\$ -	www.schoolhealth.com

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Unit Cost	Total Cost	Equipment Source
\$ 1,500.00	\$ 30,000.00	www.enasco.com
\$ 539.99	\$ 2,159.96	www.enasco.com
\$ 19.99	\$ 999.50	www.enasco.com
\$ 28.99	\$ 1,449.50	www.enasco.com
\$ 28.99	\$ 28,990.00	www.enasco.com
\$ 16.69	\$ 166.90	www.enasco.com
\$ 16.69	\$ 166.90	www.enasco.com
\$ 13.97	\$ 69.85	www.enasco.com
\$ 7.29	\$ 21.87	www.enasco.com
\$ 5.39	\$ 26.95	www.enasco.com
\$ 9.54	\$ 47.70	www.enasco.com
\$ 54.00	\$ 108.00	www.enasco.com
\$ 191.00	\$ 191.00	www.enasco.com
\$ 46.09	\$ 460.90	www.enasco.com
\$ 55.39	\$ 55.39	www.enasco.com
\$ 16.25	\$ 32.50	www.enasco.com
\$ 43.25	\$ 43.25	www.enasco.com
\$ 116.75	\$ 116.75	www.enasco.com
\$ 33.49	\$	www.enasco.com
\$ 33.38	\$ 267.04	www.enasco.com
\$ 1,002.83	\$ 1,002.83	www.enasco.com
\$ 124.95	\$ 749.70	www.schooloutfitters.com

Unit Cost	Total Cost	Equipment Source
\$ 899.00	\$ 6,293.00	Brodat p.571
\$ 264.90	\$ 794.70	www.ardamene.com
\$ 448.00	\$ 448.00	Brodat p.360
\$ 1,150.00	\$ 5,750.00	www.ardamene.com
\$ 100.00	\$ 100.00	www.schooloutfitters.com
\$ 12,523.00	\$ 125,230.00	Brodat p.868-869
\$ 2,646.00	\$ 7,938.00	www.dell.com
\$ 200.00	\$ 200.00	www.cpatchfield.com
\$ 153.00	\$ 153.00	Brodat p.552
\$ 1,704.00	\$ 1,704.00	www.highsmith.com
\$ 11,591.25	\$ 34,773.75	www.highsmith.com
\$ 949.00	\$ 949.00	www.highsmith.com
\$ 475.00	\$ 3,325.00	www.highsmith.com
\$ 168.90	\$ 168.90	www.highsmith.com
\$ 440.00	\$ 1,320.00	www.highsmith.com
\$ 585.00	\$ 1,755.00	Brodat p.763
\$ 325.00	\$ 1,625.00	National Office p.16
\$ 528.95	\$ 12,694.80	www.lpi.com
\$ 198.90	\$	www.highsmith.com
\$ 1,309.00	\$ 26,180.00	Brodat p.717
\$ 161.40	\$ 32,280.00	www.highsmith.com
\$ 68.00	\$ 340.00	www.highsmith.com
\$ 246.00	\$ 1,722.00	www.highsmith.com
\$ 189.95	\$ 569.85	www.highsmith.com
\$ 169.00	\$ 338.00	Brodat p.484
\$ 59.95	\$ 839.30	Brodat p.460
\$ 323.99	\$ 4,535.86	www.highsmith.com
\$ 109.00	\$ 1,308.00	www.highsmith.com
\$ 15.00	\$	www.schooloutfitters.com
\$ 168.90	\$ 1,182.30	www.staples.com
\$ 198.90	\$ 994.50	www.staples.com

Unit Cost	Total Cost	Equipment Source
\$ 195.00	\$ 390.00	National Office p 24
\$ 320.00	\$ 640.00	www.andamerican.com
\$ 405.48	\$	www.andamerican.com
88.11	\$ 7,929.90	www.vivomounts.com
\$ 46.09	\$ 921.80	www.enasco.com
\$ 55.39	\$ 332.34	www.enasco.com
\$ 1,002.83	\$ 3,008.49	www.enasco.com
\$ 165.00	\$ 165.00	www.schoolhealth.com
\$ 57.39	\$ 5,165.10	www.pstutorial.com
\$ 65.00	\$ 650.00	www.jansup.com
\$ 1,805.56	\$ 3,611.12	www.pstutorial.com
\$ 126.14	\$ 252.28	www.pstutorial.com
\$ 124.00	\$ 1,860.00	www.jansup.com
\$ 19.99	\$ 999.50	www.pstutorial.com
	\$ 3,193,655.89	
	\$ 479,048.38	
	\$ 3,672,704.27	



Front of School Lower P.E. Field

Construction of New John F. Kennedy High School  
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**TECHNICAL SPECIFICATIONS**  
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*Attachment "C"*

**I. BUILDING SYSTEMS, MATERIALS AND EQUIPMENT**

The following descriptions and comparisons are organized by specification section. Civil, structural, mechanical and electrical discussion follow the architectural section.

Building construction shall be cast-in-place concrete or CMU walls and concrete topping for floor or roof slabs.

A. Architectural

1. Miscellaneous Metals

- a. Stainless steel will be used to provide the best longevity for all exposed metals. Interior miscellaneous metals will be galvanized or prime coated steel.
- b. Concrete trellis must be utilized for classrooms window shading.

2. Carpentry

Hardwood shall be used for finish carpentry such as casework, doors and trim. Casework will be wood veneer faced with plastic laminate counter tops. Interior wood blocking will be treated lumber.

3. Insulation

- a. The model energy code allows an overall thermal value with an OTV not to exceed 27.8 btu/sf. On this basis, a roof U-value of 0.10 (R-10) is adequate without any need for wall insulation.
- b. Roof insulation will be placed inside the building to avoid the need to protect it from the elements. For spaces with ceilings, unfaced 2-

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1/2" fiberglass board insulation pin impaled to the underside of the roof must be used.

- c. For the Hallways without ceilings (exposed structure), spray applied cementitious insulation will be used.

4. Roofing

Roofing materials over concrete slabs will be fluid-applied urethane. A heavy-duty multithane roof coating, 65 mils thick (off-white color) shall be used or approved equal. Manufacturer will provide a 5-year warranty and shall be installed by a certified roof specialist.

5. Windows, Exterior Doors and Glazing

- a. Exterior windows and louvers will be aluminum with a color polyester (Kynar) finish. Fire-rated interior openings will have steel windows
- b. Exterior doors and frames will be aluminum entrance door. Interior doors will be solid core door wood with for paint finish veneer.
- c. Exterior glazing will be laminated security glass. Provide typhoon shutters for exterior window and doors.

6. Floor Finishes

Unglazed ceramic tiles will be used at classrooms, multi-used room, library and administrative areas. The service kitchen, serving line area and entrance locations for the classroom building will be quarry tile. Toilet rooms floors will be ceramic tiles. Exposed natural concrete at the mechanical/electrical rooms, bulk storage and exterior walkways will be sealed with a penetrating sealer.

7. Exterior Wall Finish

Exterior walls finish will be fair-faced concrete with a paint finish. Paint will be 100% acrylic emulsion by manufacturers providing a tropical formulation.

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8. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of the corridors will be 2' x 4' acoustical tile on metal suspension system. An open ceiling with exposed insulation, ductwork and lighting will be provided at hallways and the multi-use/cafeteria.

9. Toilet and Restrooms

Floors 8"x8" non-skid ceramic tiles and walls will receive 8" x 8" ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

10. Fire Protection

Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will 12-lb. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lb bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

11. Signage

- a. An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.
- b. Two flagpoles will be provided. They will be aluminum, clear finish, 30-foot exposed height, ground set with an external halyard system. One each 5 x 8 American and Guam flag shall be provided.

B. Civil

1. Storm Drainage Systems

- a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.
- b. The site drainage system will utilize underground percolation fields below play and landscape areas. The design of these percolation

fields are based on a 20-year (5% exceedance) storm.

c. Surface runoffs will be collected by means of drain inlets or catch basins. Underground drainage pipes will be used to convey storm water from inlets to outlets. If needed, surface drainage swales and ditches will also be provided. These swales and ditches, if deemed necessary, will be provided with concrete lining or grouted rip-rap stones to prevent erosion.

d. Ponding Basin

2. Water Service

a. Contractor shall verify closest waterline connection.

b. Contractor is responsible for the connection and upgrading of waterline to comply with GWA requirements.

4. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection.

5. Drop-Off Areas (Bus and Car)

a. The project site must have entry and exit points. Appropriate pavement marking and signs must be provided to designate the intended flow of traffic within these drop-off areas.

b. Bus loading and unloading.

C. Structural Systems

1. Structural Design Criteria will be as follows:

U.B.C. - Uniform Building Code 2000

Building code Requirements for Structural Concrete (ACI 318-95)

a. Dead Loading

Normal Concrete Weight = 150 pcf

*Attachment "C"*

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1.	Double Tee Panel:	Guam RMP Double Tees		
a.	18" deep	Standard Unit	=	44 psf
		Composite Unit	=	82 psf
b.	44" deep	Standard Unit	=	74 psf
		Composite Unit	=	112 psf
2.	Pre-stressed Plank	Base Unit 3.5" thick	=	43.8 psf
		Composite Unit	=	81.0 psf
3.	8 inch CMU Walls		=	65 psf
4.	Waterproofing		=	8.0 psf
5.	Ceiling		=	5.0 psf
6.	Miscellaneous (Utilities)		=	3.0 psf

b. Live Load

1.	Classrooms	=	40.0 psf
2.	Roof Deck Live Load	=	12.0 psf

c. Seismic Load

1. Design Base Shear

$$V = ((C_v \times I) / R \times T) \times W$$

$C_v$  = Seismic coefficient

$I$  = Importance factor

$R$  = Numerical coefficient representative of the inherent over strength and global ductility capacity of the lateral resisting system

$T$  = Elastic fundamental period of vibration under consideration

$W$  = Total seismic load

d. Wind Load

1. Velocity - 175 mph as defined by UBC  
Exposure C

2. Foundation

All footings shall rest on the natural compacted soil. Where soft soils are encountered, these will need to be removed and replaced with compacted coral fill.

**Attachment "C"**

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3. Type of Construction in General.

The structural system can be in concrete masonry unit or cast-in-place concrete. Contractor to submit design structural system including structural calculations.

4. Wall System

The vertical load resisting system must composed of concrete bearing walls acting as shear walls. This is the primary lateral resisting element of the structure. the bearing wall system also provides support of the gravity loads from the roof. Cast-in-place concrete or concrete masonry walls are provided in two orthogonal directions to resist any translation and torsional action imposed on the building.

Longitudinal cast-in-place wall along the perimeter provide the lateral resisting element and the primary roof support. Transverse concrete walls at several locations will provide shear capability.

Special detailing must provided for walls with openings.

For non-structural walls, use of reinforced concrete masonry construction may be provided.

5. Roof System.

Conventional cast-in-place system.

D. Mechanical System

Mechanical system include air conditioning, ventilation, interior plumbing system and fire sprinkler system.

1. Air Conditioning Systems.

Generally, systems will follow accepted industry practices as reflected in the latest issues of the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) handbooks.

Systems will be air-cooled to eliminate the need for make-up water and water treatment systems.

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Ducted split systems with the fan-coil units in small closets will be used at the Classrooms. The Cafeteria must utilize a package system located outside the building, distribution duct work will be located above the ceilings except in areas such as the Cafeteria which will expose the structure and services.

All exterior condenser units will be enclosed with fencing and housing

2. Mechanical Ventilation.

Mechanical Ventilation will be provided for all toilets, and other non-air conditioned enclosed spaces.

3. Interior Plumbing systems.

Conventional soil, waste and vent piping system will be used, using DWV plastic piping.

Water piping can be copper or chlorinated polyvinyl chloride.

Drinking fountains must be provided

Sinks must be provided in each classroom (as needed)

ADA requirements must be provided at each toilet room

4. Fire Sprinkler System and Alarm system.

All Existing fire alarm system must be connected to new alarm system verify existing condition for compatibility

E. ELECTRICAL SYSTEM.

Contractor to verify the existing distribution power lines and possible power connection points for the new school. The contractor will be responsible for the cost of the underground line extensions to service the school. Contractor is responsible for all upgrading to comply with GPA requirements:

1. Electrical Distribution

Power service to the facility will be from an existing or new pad mounted transformer.

Underground power service from the existing/new pad mounted transformer to automatic transfer switch the main switchboard to the emergency generator and also to the meter.

Underground distribution to main distribution panel board. Existing buildings must be connected to the new electrical system.

Distribution and branch circuit voltage will be:

- Distribution- 208/120 volts, 3 phase, 4 wire
- Power to major equipment - 208 volts, 3 phase
- Fluorescent and HID lighting- 120 volts
- Small Equipment and appliances - 208/120 volts
- Fluorescent task lighting at counters - 120 volts
- General purpose outlets - 120 volts

## 2. Lighting

Exterior lighting must be post mounted energy efficient metal halide fixtures for parking and driveways. Pole/fixture assembly must be specified to withstand 175 mph winds with 1.1 gust factor. Wall mounted HID fixtures must be used around the building perimeter for security lighting. Ceiling mounted HID fixtures must be used for covered walkways. Exterior light control must have two levels of automatic switching, The "Night Light" (Security Light) which is "ON" from dusk to dawn and the "Curfew Light" which is "ON" from dusk to a pre-set time before dawn.

Interior lighting fixtures must be energy efficient fluorescent and metal halide.

- General lighting applications must use luminaries with T8 fluorescent lamps and electronic ballast.
- For areas with high ceiling such as the Multi-use/Cafeteria and covered areas, metal halide fixtures will be used.
- Exit lights to be provided at egress doors and corridors must be light emitting diode type with built-in emergency battery.
- Task lighting at counters must be provided using slim type fluorescent fixtures with switch control and will be mounted

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under the overhead cabinets.

- General illumination in classrooms, large offices and open areas will have at least three levels of switching to save energy when natural lighting is available.
- Interior walkways must have automatic curfew lighting and security lighting controls.
- Emergency lighting will be provided where required.

3. General Power

A minimum of four general use outlets will be provided in each classrooms. Outlets will be provided at ten (10) feet o.c. at offices. Outlets located outdoors and in wet locations will be weatherproof type with ground fault protection. Outlets in corridors will be heavy duty type.

Power outlets for computers will be isolated type with outlets in each general classrooms, and the library, one outlet per computer station in computer lab and in office areas.

4. Communication Systems

- Telecommunications provisions underground conduit will be provided from the GTA service pedestal to the telephone terminal board. Underground system will be provided from the terminal board to the telephone cabinets to individual outlets. Instruments, cables, and wires will be by GTA under separate contract with the government. Telephone outlets will be provided in offices, lobby, conference rooms, classrooms, and work areas.
- Public address/intercom system, clock and program bell provisions and intercom station will be provided in each classroom and office. Interior and exterior speaker system, master clock (equipment must be located in the administration area. Digital slave clocks in each classroom, office, library, cafeteria, and work areas. Local area network (LAN) system provisions empty raceway system will be provided for LAN cables. Minimum of one LAN outlet must be provided for in

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each classroom, offices, cafeteria, library, and nurse station.

- Television system provisions conduit with pullwire for television service from pedestal to main TV cabinet. Cable television distribution from Main distribution frame (MDF) via underground conduit system to the library. Cable television outlets must be provided in each classroom.

5. Fire Alarm System

The fire alarm system must be automatic/manual system with audio/visual alarms throughout the facility. The fire alarm system will be an addressable analog type. Visual alarm will be provided in each public toilet. smoke detectors will be provided where required. Heat detectors will be provided in mechanical rooms. Duct smoke detectors must be provided where required.

6. Emergency Back-Up Power

Provide emergency back-up generator, automatic transfer switch with concrete housing, spill containment.

Emergency Generator must have the same load capacity as the main distribution panel, with 3-days minimum capacity of diesel fuel.

7. All Lighting System

All lighting, electrical & mechanical equipment must be all energy efficient and must meet Guam Energy Code.

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8. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of the corridors will be 2' x 4' acoustical tile on metal suspension system. An open ceiling with exposed insulation, ductwork and lighting will be provided at hallways and the multi-use/cafeteria.

9. Toilet and Restrooms

Floors 8"x8" non-skid ceramic tiles and walls will receive 8" x 8" ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

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Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will 12-lb. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lb bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

11. Signage

- a. An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.
- b. Two flagpoles will be provided. They will be aluminum, clear finish, 30-foot exposed height, ground set with an external halyard system. One each 5 x 8 American and Guam flag shall be provided.

B. Civil

1. Storm Drainage Systems

- a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.
- b. The site drainage system will utilize underground percolation fields below play and landscape areas. The design of these percolation

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*Attachment "D"*

I. **SITE DEVELOPMENT FOR CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL (FDDDBML)**

The following must be considered when developing the preliminary high school layouts for Guam Public School System:

● **Academic Support Areas:** Space such as libraries, teacher workrooms, and computer labs should be located near or within classroom arrangements.

● **Community Use:** the use of public schools by the community is a major issue that affects school layouts in Guam. The facilities most frequently used by the public are:

1. Cafeterias
2. Outdoor Gathering Areas (amphitheaters, covered stadiums, covered courts)
3. Aesthetic Fields and Court Sports

These facilities should be located near visitor and event parking areas. Security is also an issue; making school facilities more available to the public also makes them more vulnerable to vandalism. In the model conceptual plans, each site is organized so that facilities used by the public separate from the remainder of the campus.

Classrooms industrial arts facilities may be used for adult classes. One of the advantages of using courtyard buildings is that individual buildings can be opened after-hours to the public while keeping other academic facilities securely gated.

● **Classroom Arrangements:** Developing smaller clusters of classrooms that are organized around a landscaped courtyard reduces the institutional feeling of a school and creates a more child-scaled environment. Clusters can be organized by grade level, academic subject, or learning teams. Educational programs can also affect classroom arrangements.

● **Energy Use:** Classrooms can be sited to allow controlled lighting conditions (a north/south orientation) and reduced air conditioning costs. Landscaping can also be used to reduced air conditioning costs in classrooms and other areas.

● **General Support Areas:** Administrative offices, dining halls, and auditoriums are areas that can be located away from classrooms, and closer to visitor parking areas. Along with

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some athletic facilities, these are often spaces visited or used by parents or the public. They should be located in areas accessible to the public, such as locations are near visitor parking lots, public roads, and public walkways.

●**Landscape and Open Space:** Shaping the land, especially near elementary school classrooms, extends the learning environment to the outside of the building. Classroom can be sited around a landscape courtyard, creating more a child-scaled environment in a larger school. Trees can also be used to create attractive pedestrian walkways, provide shade for buildings or play areas, screen undesirable views, and control harsh winds by creating windbreaks. Children typically need a place to play and expend energy; open spaces should be located near classrooms (if airconditioned) or dining halls. Landscaping a portion of the outdoor areas with large trees makes them liveable in a tropical climate. If it is not possible to afford all landscaping up-front, than develop a landscape master plan that can be implemented overtime. The landscaping portion of a project usually will be less than 10% of the overall site-planning budget.

●**Legal Requirements:** Legal or regulatory requirements that may affect site layouts include zoning standards (setbacks, maximum site coverage, height limits, etc.) fire lanes, fire codes and ADA requirements.

●**Lighting:** for both safety and security reasons, provide lighting in all school areas that will be used during evening hours.

●**Mechanical Systems:** The organizational of mechanical space of large school facilities is outside the scope of this project. However, interviews with some of Guam's school facility managers indicates that the preference is for a decentralized system. The layouts show space within or near each courtyard building for mechanical equipment that services that area. Enclosed areas are preferable to open-air storage for security and noise reasons. We recommend that school architects conduct additional discussions with operational managers when designing future schools on Guam.

●**Physical Education and Athletics:** Athletic fields require large areas of relatively flat land. Outdoor athletics activities are often noisy, and should be located away from classrooms; if used for marching band practice, locate away from residential areas. In order to maximize flexible use of fields by coaching staff, place them together whenever possible. Athletic spaces that are used for games, which the public attends, should be easy to find and placed near visitor or event parking lots.

●**Parking:** Locate parking lots in areas with easy access to local streets. However, it is not desirable to locate parking lots in areas where they dominate public views to the school. Develop a landscape buffer between parking lots and other uses.

• **Pedestrian Walkways:** All campus layouts prepared for this project create safe, walkable campus environments. Pedestrian walkways that connect the primary academic facilities are kept away from vehicular roads, and other pedestrian connections keep conflicts to a minimum. Whenever possible, create a pedestrian link between the school entry and public walkways or nearby public facilities. A clear, organized, and spacious walkway system helps to orient users and create a well-functioning environment. Walkways are often social gathering areas for students and teachers; provide shade trees and seating areas along them. Because of Guam's frequent rains, all major walkways should be fully covered. Design service roads and pedestrian walkways near athletic fields for dual use by pedestrians and service/emergency vehicles.

• **Social Needs:** Often, areas that are not designated for specific classroom activities are overlooked in school planning programs. These include conference rooms, teacher/parent meeting rooms, faculty meeting areas, and small to large gathering areas for students. School programs should be modified whenever possible to meet social needs.

• **Vehicular Traffic:** It is important to provide a substantial, on-campus area for the drop off and pickup of children by either bus or private auto. Ideally, children should be able to exit from the right hand side of the car onto a pedestrian walkway that leads to school facilities. For safety reasons, locate vehicular roadways away from school activity areas. If it is necessary to route service roads or fire lanes through or near the center campus, then limit deliveries to off-hours. If possible, locate faculty and staff parking lots away from the visitor lot and student drop off and pickup traffic; this allows teachers to avoid the heavy traffic associated with before and after-school activities.

#### **Standards**

The schools conceptual plans provided illustrate several design ideas that are incorporated into the conceptual site plans. Although defining design guidelines for future schools is outside the scope of this project, these examples begin to show what is possible.

#### **Architectural Styles**

There are many types of architectural styles appropriate for Guam's schools. Because of the island's tropical climate, sloped roofs and wide roofs overhangs are recommended. Colored roof tiles properly attached for typhoon winds shall be used effectively to link school architecture to island traditions.

#### **Athletic Stands**

Developing attractive yet typhoon-proof stands for high school facilities present a challenge for Guam's educational architects. For flat, urban school sites, either push the stands up against a gymnasium wall or hide the tall back side of athletic stands with trees or a tall

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hedge. When designing for sloped rural sites, a good way to blend concrete stands into the setting is to create terraced platforms for athletic fields. Then set the stands into the slope between the terraced fields.

### **Gates and Security**

Security is a major issue for Guam's schools, and gates and fences often play a strong role in developing the physical character of a campus. This is especially true at public entries, public street edges, and campus interior locations where gates and fences either present a welcoming or unfriendly image for students, parents, and the public. Although security is an important issue, fences and gates or walls similar to those used at Tamuning Elementary School produce a positive image while maintaining security. When it is necessary to use metal-mesh fences in public areas.

Provide security lighting along side and rear perimeter walls, and keep a cleared area near the fence or wall for security reasons.

One of the best ways to keep a campus interior secure is to locate classroom, library, and cafeteria windows so that faculty and staff can observe outdoor activity areas. For courtyard layouts, keep interior courtyard windows large and limit exterior perimeter openings to high windows or louvered vents.

### **SITE SELECTION CRITERIA**

Site development patterns affects the overall success of an educational facility. With a large public capital investment at stake, it pays to have site selection criteria and site development guidelines for each type of school facility. Typically, the expertise of a site planner and architect are needed when selecting school sites. When selecting a site for a new school facility, it is important to remember that the required acreage may be more than the minimum site listed on the conceptual site plans in this document. Actual sites may be oddly shaped or contain land that cannot be used because of steep topography, existing easements, or other reasons. In those cases, the site layout will be less efficient than the model plans.

### **Factors That Affect Site Planning**

Whether a school facility will be used as an elementary, middle, or high school, the following factors apply.

- **Location:** A school site should be located near the population it serves. Schools located near target populations make family participation in school activities easier and reduce transportation costs. If the proposed school site is adjacent to other public uses, then some of the school's facilities can be used off-hours for other purposes. Examples include the

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parking lot, dining hall, auditorium, and athletic fields or playgrounds.

- **Access:** The size, location, condition, and traffic levels of existing roadways or bus routes that service a particular site affect the school's layout and operation. Nearby traffic or noise may produce safety hazards or an undesirable environment for teaching. Pedestrian access is also important. If local walkways connect to the school's entry area and interior walkways, then students/parents can more easily walk to/form school
- **Adjacent Land Use:** A school should be compatible with surrounding uses. School traffic or outdoor activities can negatively impact dense residential neighborhoods. This is less a problem with elementary or intermediate schools than it is with high schools. If a high school is located next to a residential area, then it is important to locate a buffer area along that boundary in order to maintain privacy and reduce noise for local residents. Adjacent land use that produce high levels of noise, traffic, or pollution. Most residential development, small-scale commercial activity, public uses, and natural preserves are compatible neighbors.
- **Size of the Site:** The minimum site for high schools is 30 to 35 acres. Sites at the low end of the range require two or more story structures. If a site contains steep land, natural vegetation to be retained, or areas difficult to develop for technical reasons, a larger site is needed. In less developed areas, it may be necessary to control storm drainage by installing detention basins; this also increases land requirements. Larger sites can be developed as a park/school combination and include facilities used for other purposes. Finally, it is important that the site accommodate activities that requires large areas: (1) athletic facilities and outdoors play areas; (2) off-street loading requirements, particularly students drop off/pickup areas, and (3) off-street parking.
- **Topography:** Nearly flat or mildly rolling land is easier to develop than a site with steep slopes. A minimum slope of 1 to 2% is required for good site drainage, and a slope of 2% to 5% provides good drainage and maximum development flexibility. Land with a 10% slope can be graded for athletic fields and school facilities, but extensive grading affects cost and increases land requirements. Conversely, a site with slope variations and natural vegetation is more attractive than a nearly flat site.
- **Site Development Cost:** Steep topography and underdeveloped services (roads, utilities) increase site development costs. Depending on the services required, site development costs could vary from 8% to 12% of the entire building construction cost excluding land. If a school site is small, and also has steep slopes, extensive grading and retaining wall construction will increase development costs. A small site also requires multi-story structures that may needs elevators for ADA (American Disability Act) compliance and sprinkler system.

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• **Utilities:** Construction costs will be less if water, gas, electrical power, and storm/sanitary sewer lines are available near the school site. Check to determine if the line capacity is adequate to meet school needs. If on-site treatment fields for wastewater must be provided without cesspools (check Guam EPA rules), then more land is needed for leaching fields.

• **Soil Types:** Unless soil types are known, it is wise to take test boring to determine whether existing soils will drain properly or support building loads. Problem soils limit available building sites and produce additional excavation or other cost for a school construction project.

• **Environment Factors:** A number of environmental conditions may determine what proportion of a site is usable or even whether they should be used for school facility. The presence of hazardous waste, high noise levels, adjacent industrial facilities, or high voltage transmission lines may eliminate a site from consideration. If there are wetlands on a proposed site, the extent and location of the wetlands should be determined prior to land purchase. Wetlands usually must be preserved, and their size and location may have a negative impact on the school layout or its functional operations.

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Technical Specifications



### **SPECIAL PROVISIONS**

1. **General Intention.** It is the declared intention and meaning to provide and secure the **Construction of New John F. Kennedy High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML), Project No. 700-5-1020-L-TAM.**
2. **Bid.** The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act submitting a bid, shall be deemed to have accepted all conditions contained therein.
3. **Specification and Standards.** The specifications and standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In cases of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotation in orders and in subcontracts to the referenced specifications and to all modifications thereof.
4. **Time for Completion.** It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on date to be specified in the Notices to Proceed for the design within thirty (30) calendar days and construction and shall be completed within two hundred seventy (270) calendar days.

#### **SPECIAL PROVISIONS**

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## GENERAL CONDITIONS

### I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, Agana, Guam, and shall include the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

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

3. Contractor

The term "Contractor" as used herein means the financier, party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelop 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.

### II. FDDBML CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the Request for Proposal (Part I & II) including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement proposals and contract, to the work to be carried on, said documents being on file in the Division of Capital Improvement Projects, Department of Public Works, Tumon, Guam.

### III. OFFEROR RESPONSIBILITIES

#### 1. Site Condition

(a) Offerors should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his proposal. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

#### 2. Award of Contract

(a) The contract will be awarded as soon as possible to the best responsive and responsible offeror whose proposal meets the needs of the Government of Guam to the best degree, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

#### 3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

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#### IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

##### 1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

##### 2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the contract are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are generally performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.



(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

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

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

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall, except of good cause shown, hire for performance of work under this contract, to the extent possible, apprentices in each occupation to be employed in the performance of work under this contract in accordance with the Executive Order No. 30-7.

9. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has

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obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage

covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

12. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall secure the site and take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

13. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

14. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the

Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

15. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees cause loss or **damage** to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgement arising therefrom.

16. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

- (a) to take every precaution against injuries to persons or damages to property;
- (b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- (c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;
- (d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No burning will be permitted;
- (g) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the

Contracting Officer, not to cut or otherwise alter the work of any contractor:

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

17. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

18. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

19. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

20. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

21. Water

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

22. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by industry practice or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the

requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Request for Proposals, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to proposers for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the construction specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.



(b) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(c) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.

(d) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(e) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(f) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(g) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

#### 5. Laboratory Tests

(a) Laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting

Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or

within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract. The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

## VI. INSPECTION OF WORK

### 1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

### 2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

### 3. As-Built Drawings

An approved set of drawings and specifications shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall

be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer. An electronic CAD file (non-PDF) of the shop drawings shall also be submitted for review and approval prior to final acceptance of the project.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

**VII. TIME FOR PERFORMANCE**

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay determination to be set forth in writing.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of

the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non-Working Days
January	06	July	10
February	04	August	11
March	04	September	11
April	03	October	09
May	04	November	07
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

(5) The Contractor shall fail to make payments as specified to persons

supplying labor or materials for the work, or:

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he may have may, with 10 calendar days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

(b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.

(c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time



prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

## VIII. CLAIMS, PAYMENTS

### 1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

### 2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever

GENERAL CONDITIONS  
Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)  
Project No. 700-5-1020-L-TAM

GC-21

000167

3. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer.

5. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

6. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

7. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

8. Payment by Contractor

GENERAL CONDITIONS  
Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)  
Project No. 700-5-1020-L-TAM

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000168

The Contractor shall pay -

(a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;

(c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

9. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

**IX. MISCELLANEOUS**

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally

in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Disputes

(a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

Prevailing Wage Rates for Temporary Alien Employment Certification  
Government of Guam

**EFFECTIVE JANUARY 01, 2001**

OCCUPATION	HOURLY
Bricklayer	\$11.75
Carpenter	\$11.70
Cement Mason	\$11.34
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$14.07
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$13.32
Iron Worker	\$10.38
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$9.95
Plumber	\$14.31
Refrigeration Mechanic	\$16.24
Roofer	\$10.96
Sheet-Metal Mechanic	\$14.11
Surveyor Helper	\$10.74
Truck Driver	\$13.80
Welder	\$15.97
Warehouseman	\$12.00

**PREVAILING WAGE RATES**

Construction of New John F. Kennedy High School  
Finance, Demolition, Design, Build, Maintain and Leaseback (FDBML)  
Project No. 700-5-1020-L-TAM

PWR-1

000171



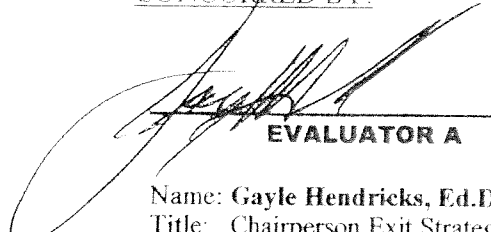
**EXHIBIT D**


**CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND  
LEASEBACK (FDDBML) PART I AND PART II  
PROJECT NUMBER 700-5-1020-L-TAM**

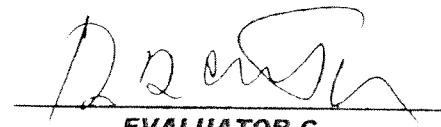
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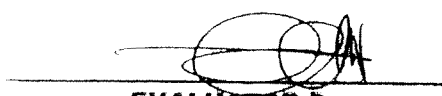
Consultant	Percentage Grade Points							Total Points	Remarks
	A	B	C	D	E	F	G		
International Bridge Corporation (IBC)	98	98	90	69	95	90	88	<b>628</b>	
Guam Education Financing Foundation (GEFF)	98	97	90	66	94	90	86	<b>621</b>	
Guam Community Improvement Foundation Inc. (GCIFI)	90	91	92	82	89	78	84	<b>606</b>	

CONCURRED BY:

  
 \_\_\_\_\_  
**EVALUATOR A**  
 Name: **Gayle Hendricks, Ed.D.**  
 Title: Chairperson Exit Strategy Task Force  
 Dept: GPSS

  
 \_\_\_\_\_  
**EVALUATOR B**  
 Name: **Eunice Aflague**  
 Title: Member, Exit Strategy Task Force  
 Dept: GPSS

  
 \_\_\_\_\_  
**EVALUATOR C**  
 Name: **Doreen Crisostomo, Ph.D**  
 Title: Deputy Superintendent – Finance  
 And Administrative Services  
 Dept: GPSS

  
 \_\_\_\_\_  
**EVALUATOR D**  
 Name: **Jeri C. Calaor**  
 Title: Engineer II  
 Dept: DPW



**CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND  
LEASEBACK (FDDBML) PART I AND PART II  
PROJECT NUMBER 700-5-1020-L-TAM**

**TALLY FORM**

  
**EVALUATOR E**

Name: **Dionisio M. De Leon**  
Title: Engineer III  
Dept: DPW

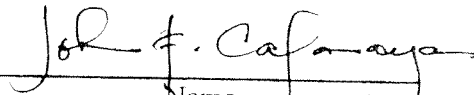
  
**EVALUATOR F**

Name: **Geraldine James Ed.D**  
Title: Deputy Superintendent, Curriculum and  
Instructional Improvement  
Dept: GPSS

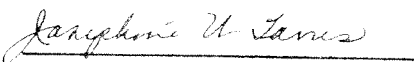
  
**EVALUATOR G**

Name: **Antoinette Leon Guerrero**  
Title: Public Finance Officer  
Dept: GEDA

WITNESSED BY:

  
Name

Title:  
Dept: **CIP / CONTRACT**

  
Name

Title:  
Dept: **CIP / Contracts**

ITB or RFP

Log of Distribution to ITB or RFP

For  
Construction  
of New  
JFKHS  
Finance,  
Demolition,  
Design,  
Build,  
Maintain and  
Leaseback  
(FDDDBML)

Project No:  
700-5-1020-L-TAM

D	Amendments to ITB or RFP, if any were issued
E	Logs of distribution to ITB or RFP, but only if amendments were issued
F	Minutes or summary of pre-submission conferences, but only if conference
G	Logs of attendees of pre-submission conferences, but only if conferences were held.
H	Written questions from bidders or offerors, but only if any questions were received.
I	Written answers, but only if any questions were received.
J	Proof that written answers were provided to all potential bidders or offerors, but only if any questions were received.
K	Log of all bids or proposals
L	Each bid or proposal received
M	Evaluation of proposals or analysis of bids (bids are not required by law to be analyzed, but may be)
N	Tabulation of evaluations or analysis (tabulations are not required by law but recommended)
O	Letters to bidders concerning outcome of bid; for offerors, letters informing them of rankine and letter to best qualified offeror invitine negotiations.
P	Memorandum of evaluations and negotiations (only required for RFP's)
Q	Notice of Intent to Award
R	Any and all communications from or to anyone concerning any part of ITB or RFP.
S	Bid protests, if any and responses thereto
T	APPEAL
U	
V	
W	
X	
Y	

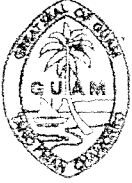
LETTERS TO BIDDERS CONCERNING  
OUTCOME OF BID; FOR OFFERORS,  
LETTERS INFORMING THEM OF RANKING  
AND LETTER TO BEST QUALIFIED  
OFFEROR INVITING NEGOTIATIONS

**15**

000175

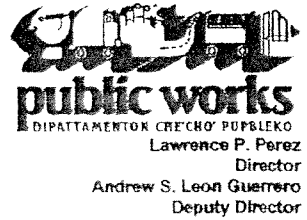


**EXHIBIT E**



The Honorable  
**Felix P. Camacho**  
Governor

The Honorable  
**Michael W. Cruz, M.D.**  
Lieutenant Governor



**public works**  
DIPATAMENTOK CRECHO' PUPLEKO  
Lawrence P. Perez  
Director  
Andrew S. Leon Guerrero  
Deputy Director

January 16, 2009

**International Bridge Corporation**  
P.O. Box 21149  
Guam Main Facility 96921

Attn: Mr. William Toelkes


**SUBJECT: CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND  
LEASEBACK (FDDBML) PART I AND PART II  
PROJECT NUMBER 700-5-1020-L-TA**

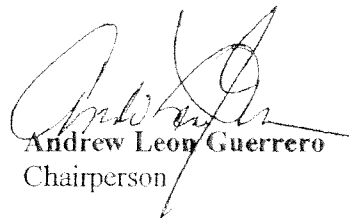
Dear Mr. Toelkes,

The JFK-RFP selection/evaluation committee has completed their evaluation of the proposals submitted in response to the advertised RFP. We are pleased to inform you that, **INTERNATIONAL BRIDGE CORPORATION (IBC)**, has been selected as the No. 1 ranking proposer, whose proposal has been determined to meet the needs of the Government of Guam to the best degree. Therefore, as the No. 1 ranking proposer, your corporation will be participating further in the Request For Proposal process, Contract Negotiations.

Thank you very much for the impressive RFP presentation as the time and effort your company and staff expended to respond to our selection / evaluation process is sincerely appreciated.

Congratulations! We look forward to working with a winning team!

  
Lawrence P. Perez  
Director

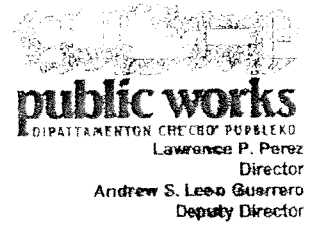
  
Andrew Leon Guerrero  
Chairperson

 3/4/09

000176

The Honorable  
**Felix P. Camacho**  
Governor

The Honorable  
**Michael W. Cruz, M.D.**  
Lieutenant Governor



January 16, 2009

**Guam Community Improvement Foundation Inc.**  
1900 Harmon Loop  
Suite 107  
Dededo, Guam 96929

Attn: Mr. Anthony Sgro, President

**SUBJECT: CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND  
LEASEBACK (FDDBML) PART I AND PART II  
PROJECT NUMBER 700-5-1020-L-TA**

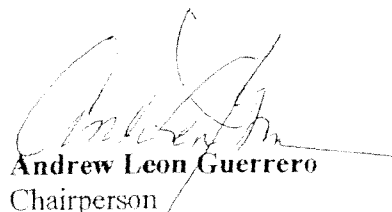
Dear Mr. Sgro,

Thank you very much for your participation with your firms' Request for Proposal presentation. The time and effort your company and staff expended with the impressive presentation in response to our selection process is sincerely appreciated.

Upon the completion of the evaluation of the interviewed firms, we wish to inform you of your firm ranking as No. 3, by the selection/evaluation committee. Although your proposal will not be subject for contract negotiations at this time, please be advised that DPW wishes to retain your proposal as the initial evaluation may not exclude your proposal from further consideration.

Department of Public Works appreciates your interest with our Capital Improvement Projects and looks forward to your participation with future opportunities to work with your firm.

  
Lawrence P. Perez  
Director

  
Andrew Leon Guerrero  
Chairperson

RWD BY:

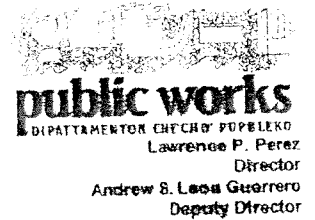
ALON BLAWPARE  
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3-5-09

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The Honorable  
**Felix P. Camacho**  
Governor

The Honorable  
**Michael W. Cruz, M.D.**  
Lieutenant Governor



January 16, 2009

**Guam Education Financing Foundation**  
Dededo, Guam

Attn: Mr. John R. Hand  
President


**SUBJECT: CONSTRUCTION OF THE NEW JOHN F. KENNEDY HIGH SCHOOL  
FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND  
LEASEBACK (FDDBML) PART I AND PART II  
PROJECT NUMBER 700-5-1020-L-TA**

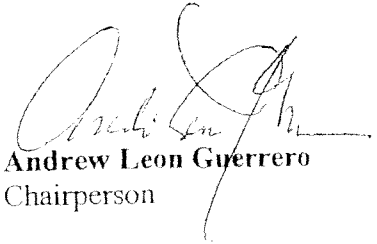
Dear Mr. Hand,


Thank you very much for your participation with your firms' Request for Proposal presentation. The time and effort your company and staff expended with the impressive presentation in response to our selection process is sincerely appreciated.

Upon the completion of the evaluation of the interviewed firms, we wish to inform you of the ranking of your firm as No. 2, by the selection/evaluation committee. Although your proposal will not be subject for contract negotiations at this time, please be advised that DPW wishes to retain your proposal as the initial evaluation may not exclude your proposal from further consideration.

Department of Public Works appreciates your interest with our Capital Improvement Projects and looks forward to your participation and future opportunities to work with your firm.

  
Lawrence P. Perez  
Director

  
Andrew Leon Guerrero  
Chairperson

  
3/5/09 JFC

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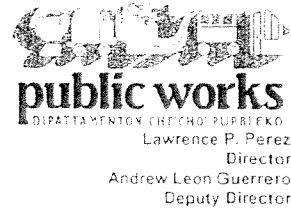


**EXHIBIT F**



The Honorable  
**Felix P. Camacho**  
Governor

The Honorable  
**Michael W. Cruz, M.D.**  
Lieutenant Governor



August 11, 2009

Law Offices of Cunliffe and Cook  
Suite 200  
210 Archbishop F.C. Flores Street  
Hagatna, Guam 96910

Attn: Attorney F. Randall Cunliffe

RE: **NOTICE OF DECISION**

*Buenas yan Hafa Adai Mr. Cunliffe,*

Pursuant to 5GCA§54-25 (b), as the Director of the Department of Public Works (DPW), I wish to exercise my authority to respond to the "Protest" letter, filed with DPW on August 5, 2009, by the Law Firm of Cunliffe and Cook, on behalf of the client, Mr. Anthony Sgro, President - Guam Community Improvement Foundation, Inc. (GCIFI).

The following is my response with reference to:

**INQUIRY #1**  
(Paragraph 1)

On November 18, 2008, a Request for Proposal for the construction of a new JFK High School, Finance, Demolition, Design, Build, Maintain and Leaseback was issued under your signature. In Addendum No. 2, dated December 19, 2008, in response to questions 5 and 6 contains the following indications:

**The RFP was intended to procure the best possible financing and construction package.... The intent of placing the financing as a critical aspect of the RFP as it will involve comparison analysis outlining the greatest benefits to the Government.**

RESPONSE #1:

Every effort was exerted to maximize professional competition through the careful structuring of the selection criteria. The selection criteria and the weight factors were tailored to the RFP.

DPW concurs and supports the critical components of the RFP with a total weighted score for Part I Financing package - 70%, and Part II Construction package - 30 %.

INQUIRY #2:

(Paragraph 2)

On page 10 of 25, item 3.13(b) and 3.13(c) of the RFP requests that each proposer submit the firm's financial structure in detail to include term sheets and other hypothetical scenarios, including interest rates.

RESPONSE #2:

Indications on the Financing Structure

With respect to the requirements of Part I of the RFP, Section VIII General Conditions, Paragraph 3 Content of Proposal, Items 3.1.3(b) and 3.1.3(c):

These items require the submission of: proposed structure in detail, as well as provisions for extension of maturity or roll-over, or any other hypothetical scenario; and a preliminary term sheet, or similar format, outlining terms and conditions of the proposed lease agreement, including interest rates.

The proposers provided these items in detail, along with supporting appendix information in fashion and form suitable to the government. These items were evaluated as part of the overall proposal, in accordance with the applicable selection criteria by the designated evaluation committee.

INQUIRY #3:

(Paragraph 3)

A letter dated January 16, 2009, signed by Lawrence P. Perez on or about March 4, 2009, addressed to Mr. Anthony Sgro, President, Guam Community Improvement Foundation, Inc., contained the following paragraph:

Upon the completion of the evaluation of the interview forms, we wish to inform you of your firm ranking as number 3, by the selection/evaluation committee. Although your proposal will not be subject for contract negotiations at this time, please be advised that

**DPW wishes to retain your proposal as the initial evaluation and not exclude your proposal from further consideration.**

**RESPONSE #3:**

**The selection/evaluation committee thoroughly reviewed and evaluated each proposal based on the combined total weighted score of Part I - Financing (70%) and Part II – Construction (30%), as guided by criteria and the evaluation form specific to this RFP.**

**Ultimately, the evaluation scores determined the ranking of the proposals in order of highest to lowest by overall total score. Upon conclusion of this process the recommendation from the evaluation committee was forwarded to the DPW Director, who further reviewed the recommendation of the evaluation committee and rendered his decision to approve the recommended proposer to advance to the negotiation phase.**

**In the event a selected proposer elects not to participate at any time after selection, or if faulted and determined not to be the most responsive, DPW reserves the right to select the next highest ranking proposer.**

**INQUIRY #4**  
(Paragraph 4)

On or about June 19, 2009, it was reported in the local news media that Lawrence P. Perez, Director of the Department of Public Works indicated that if Bill 1(4-S) was passed into law, the existing Request for Proposal would be cancelled and a new RFP would be forthcoming. That bill passed into law shortly thereafter.

**RESPONSE #4**

**To my understanding, Bill 1(4-S) was vetoed on June 23, 2009, by acting Governor Michael W. Cruz, M.D**

**INQUIRY #5**  
(Paragraph 5)

On or about July 31, 2009, it was reported again in the Guam news media that GEDA was in the United States seeking bonding funds for this project, along with one of the other bidders, International Bridge Corporation (IBC).

**RESPONSE #5**

It would be unfair for me to comment on behalf of GEDA and the media.

**INQUIRY #6**  
(Paragraph 6)

As this RFP included finance, as Addendum No. 2 indicated that the RFP was intended to procure the best possible financing and construction package, it appears that the Scope of Work III(h) Ability of Lessor to Provide One Hundred Percent Financing for the Facility as being followed by the Government, the protestor can only surmise one of two things. Either IBC did not comply, and cannot comply with the financing requirements and therefore should be excluded from the bid, or the Government has changed the request to exclude the financing which was an integral part of the initial bids and DPW is going forward under those circumstances. Either scenario is a violation of law

**RESPONSE #6**

The assertion appears to be that there exists one of two scenarios (as follows), either of which would compromise the procurement process:

1. "IBC did not comply, or could not comply with the financing requirements,"

To address the first scenario of whether IBC did or could comply with the financing requirements – The selected offeror proposed 100% financing of the project by offering Certificates Of Participation in the financial markets, as a tax-exempt offering in accordance with the RFP and PL 29-114. The Public Law states that the Guam Legislature,

*“desires to authorize the Government of Guam to enter into contracts for the financing, design, construction and long-term capital maintenance of the John F. Kennedy High School with private sector contractors who can provide long-term financing obtained through tax-exempt obligations or other competitive alternative financing based on long-term leasebacks to the Government of Guam.”*

Specifically, Section 58A108 of Title 5 of the GCA was enacted to read as follows:

*“To minimize the financing cost to the Education Agency, financing utilized by the Contractor to fund the design*

*and construction of an Education Facility shall be through tax-exempt obligations or other financial instruments provided such financing is available at interest rates determined by the Education Agency to be reasonable and competitive.”*

The financial documents related to the proposed offering of the Certificates of Participation for the financing of the project clearly state that the IBC’s finance partner, CapFA, will offer the Certificates of Participation in the capital markets and not the Government of Guam. Such financial offering cannot be undertaken without the assistance and involvement of the Guam Economic Development Authority pursuant to Guam Law (Title 12 of the GCA, Chapter 50).

Therefore, GEDA’s assistance with the offering of the Certificates of Participation is not indicative of any inability or unwillingness on the part of IBC to provide its proposed 100% financing of the project.

2. “the Government has changed the request to exclude the financing which was an integral part of the initial bids..”

To address the second scenario, DPW, as the contracting authority for the issuance of this RFP for the Reconstruction of JFK (FDDDBML) project, has issued an original RFP, and four addenda. None of these RFP documents amended the requirement for financing and the financing by the proposer remains a valid and enforceable provision of the RFP documents.

Having addressed and thoroughly reviewed the circumstances surrounding the concerns as the Director of Department of Public Works, I wish to attest that the execution of the RFP procurement procedures were guided by the Guam Code Annotated, Chapter 5 – Guam Procurement Law, in addition to the complying to the mandates of Public Law 29-114, relative to the Construction of the New John F. Kennedy High School.

Further, protecting the government’s integrity while implementing essential standards of ethical conduct in such a manner as to foster public confidence in the administration of public service is given the highest consideration.

While deliberating on the concerns presented, I failed to ascertain the substantiating significance to your inquiries that suggest ambiguity and conflict with the due process of the RFP. Instead, I have determined your claims as baseless, wholly unfounded and clearly without merit.

Therefore, I wish to inform you of my decision to Deny the “Protest”.

At this time, DPW is ascertaining if the "Protest" is in compliance with § 5425 (a) statute, defining the 14 days timeline and the conditions for submitting the protest.

Additionally, in as much as the activities and related expenditures were incurred as a result of the "Protest", DPW shall further revisit the circumstances at hand and issue a determination.

Please be informed that you have the right to appeal this decision to the Office of the Public Auditor within 15 days after receipt of the Notice of Decision.

Respectfully submitted,

 8/11/09  
**LAWRENCE P. PEREZ**  
Director

CC: Office of the Governor  
Attorney General's Office  
Office of the Public Auditor  
Anthony Blaz, Admin. (GEDA)  
Nerissa Bretania Underwood, Superintendent (DOE)  
Robert Toelkes, President (IBC)  
M.C. Bordallo, Vice President (IBC)  
Ramon B. Padua, P.E., Chief Engineer (DPW)  
GEFF



AN ACT TO ADD A NEW §86111 OF TITLE 10, GUAM CODE ANNOTATED, TO AUTHORIZE THE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE TO OBTAIN LEGAL SERVICES.

BE IT ENACTED BY THE PEOPLE OF THE TERRITORY OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that the Department of Mental Health and Substance Abuse (DMHSA) in an effort to deliver services pursuant to local and federal law continues to encounter legal challenges and obstacles on nearly a daily basis. The local and federal legal and regulatory mandates imposed upon the DMHSA have become more complex and prone to legal challenges. These circumstances coupled with the limited resources the DMHSA must allocate toward diligently meeting its obligations to provide and deliver certain services to the citizens and residents of Guam frequently raise legal and regulatory issues confronted by the DMHSA's managers, supervisors, and staff, which in turn often require legal advice and guidance. The DMHSA is in critical need of a government attorney to be assigned full-time to assist it. The DMHSA desires to achieve this goal in cooperation and coordination with the Office of the Attorney General.

Section 2. A new Section 86111 of Title 10, Guam Code Annotated, is added to read:

**§86111. Legal Services for the Department of Mental Health and Substance Abuse.** The Department of Mental Health and Substance Abuse (DMHSA) shall enter into a memorandum of understanding with the Office of the Attorney General for the assignment of an attorney from the Office of the Attorney General to advise and or represent the DMHSA in legal matters and litigation. The salary and benefits for the attorney assigned to the DMHSA shall be paid by the DMHSA in accordance with Guam law for government of Guam attorneys.



**EXHIBIT G1**

# APPEAL RESPONSE

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- A Request for Proposal was issued on November 18, 2008, for the construction of a new *John F. Kennedy High School*, finance, demolition, design, build, maintain and leaseback Project NO.700-5-10-L-TAM. The intent indicates that the Project is to obtain a High School Facility through a municipal lease back program ... on the best possible financial terms at the desired level of service. The Scope of Work, Part III of the Request for Proposal, requires among other things (a) a term sheet to include all interest charges, fees and expenses; ... (g) ability of lessor to allow lessee to cancel the lease-obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (event of non-appropriation); (h) ability of Lessor to provide one hundred percent (100%) financing for the facility, ...
- Section VIII, 5.1, Basis of Award provides the contract *will* be awarded to the most responsible and responsive proposers whose proposals meet the needs of the Government of Guam, to be best degree. Further, Section VIII, 5.6, provides no proposer shall assign his proposal or any rights or obligations hereunder without the written consent of the Government of Guam ...
- Section IX of the RFP, Bidder's Affirmation and Declaration, provides at (2) if the proposer is a partnership or corporation, it has been formed legally and it is duly authorized to do business in Guam.

## ARGUMENT

- 1) It is Appellant's understanding that in response to the Scope of Work, (III)g, the proposal of International Bridge Corporation (IBC) indicates that the lessor would allow lessee to cancel the lease obligation.
  - a) The Scope of Work is also contained in the Evaluation of Proposal, ¶IVII4(g). Although IBC said that they would allow lessee to cancel the lease per said paragraph, the financial documents issued with the certificates of participation indicate that a lease has been entered into effective August 1, 2009 with CaPFA Corporation.
  - b) This agreement that CaPFA is the lessor, is in contravention of the RFP against assigning the right of the bidder/proposer who was IBC.

### Response Item# 1-1b:

On the basis of the proposal of IBC, DPW has accepted the special purpose corporation relationship between IBC and CaPFA Project Team as allowed in the RFP Financing Section I, 2 *Who May Submit Proposal*. CaPFA Capital Corp who was a part of the IBC Project Team's Proposal, will act as an interim owner of the lease agreement proposed and IBC and CaPFA will enter into a 30 year annual maintenance agreement in accordance with the terms and

conditions contained in the RFP. All project team members are licensed to do business on Guam and were licensed at the time of proposal submission. No assignments were made in contravention of the RFP.

- 2) Further, according to that document, if the lessee is in breach of the lease agreement, then lessee cannot cancel the lease obligation without penalty, but the lease to the Government will be cancelled, and the lessor will have use of the property until the year 2038. This term is in direct contradiction to the proposal of IBC.

**Response Item# 2:**

- i) 3.1.3c Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.<sup>1</sup>

IBC met the terms of the RFP, Content of Proposal, by providing what was required as indicated in the section noted above. All financing terms required by the government were met by IBC's proposal, including non-appropriation provisions.

- 3) GCIF believes that their response to this paragraph in their proposal significantly downgraded their proposal but GCIF knew that one could not agree to such a term if financing was to be obtained.
  - a) No one would provide financing without the control of the property throughout the leaseback term.

**Response Item# 3:**

DPW has no basis to respond to this statement apparently GCIF's comment is a matter of their opinion. Although, it is a matter of concern to the DPW as it appears as if GCIF had access to documents submitted as part of the procurement process which were only privy to DPW, as the keeper of all proposals for this particular project, until all on-going negotiations are done. It is apparent that DPW is only led to believe and suspect that GCIF has violated procurement regulations by illegally acquiring such information of another proposer.

As stated in:

- a) 2 GAR – Administration, Div. 4 – Procurement Regulations Ch.1 §1105.  
*Requirement of Good Faith: These regulations require all parties involved in the negotiation, performance, or administration of territorial contracts to act in good faith.*

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<sup>1</sup> John F. Kennedy High School RFP, finance, demolition, design, build, maintain and leaseback Project NO.700-5-10-L-TAM

- b) 2GAR – Administration, Div. 4 – Procurement Regulations, Ch. 3 §3114 (h) (1) *Registration. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, ... The Register of Proposals shall be opened to public inspections only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.*
  - c) 2GAR – Administration, Div. 4 – Procurement Regulations, Ch. 3 §3116 (b) *Right of Nondisclosure. Information furnished by a bidder or offeror pursuant to this Section shall not be disclosed outside of the General Service Agency, Director of Public Works, or the head of a Purchasing Agency, without prior written consent by the bidder or offeror.*
- 4) GCIF has requested to see the proposals, the rating sheets and other pertinent documents but such request has been denied. GCIF respectfully requests the Public Auditor to release those documents to them.

Response Item# 4:

Due to ongoing negotiations, DPW is not required to release such information in response to this request. It is apparent GCIF is not familiar of the limitations of what is allowable under the Sunshine Act. Referencing 2GAR – Administration, Div. 4 – Procurement Regulations, Ch. 3 §3114 (h) (1) *Registration*, all other offerors' or bidders' proposals are not opened to public inspection and only when a contract is awarded shall the winning bidder's proposal be opened to public inspection.

- 5) With the lease apparently having been issued to CaPFA, when IBC was the proposer, this also violates Section IX that a partnership or corporation be formed legally and is duly authorized to do business on Guam.
- a) The bidder, IBC and their lessor, CAPFA, are not duly authorized partnerships doing business on Guam and therefore, the proposal by one, and the lease to the other, is in contravention of this requirement.

Response Item# 5-a:

**IX Bidder's Affirmation and Declaration**

2. That ***if the Proposer*** is a partnership or a corporation, it has been formed

legally and it is duly authorized to do business in Guam.<sup>2</sup>

CaPFA Capital Corp was part of the proposing team as allowed in the RFP documents and during the time of the proposal submissions was and is licensed to do business on Guam. Section IX. 2. does not require proposer to be a partnership. as referenced above, therefore GCIF's argument here is baseless and without merit.

- 6) IBC initially proposed the cost of the project at \$45,680,000.00, as an apparent estimated cost IBC proposed 2009 Series Trust Certificates for the project at a AAA Scenario. The interest rate indicated an average interest rate of 6.05% over the 30 year term of the bonds. They based their leaseback payments on these estimates.
- a) The reality is that IBC did not have financing in place. Following the presentation of the matters to the selection committee, IBC went to USDA and sought lending authority from USDA. They were turned down because they were not a Not for Profit Organization.
  - b) They then sought alternative means of financing and have apparently settled on Certificates of Participations. These are not 2009 Series Trust Certificates, they are not at a value of \$45,680,000 and they are not 6.05% over 30 years.

**Response for Item# 6-6b:**

*"Cunliffe also said that his client, being a non-profit, would have applied for a U.S. Department of Agriculture loan and it would have been at a much lower interest rate, perhaps 4 percent, compared to IBC's going out on the market to secure a bond that, at the least, would be 7 percent."*

(Project halted THURSDAY, 06 AUGUST 2009 23:51 BY THERESE HART | VARIETY NEWS STAFF)

Cunliffe clearly is aware of the requirements of the RFP and specifically this section for him to make a statement on Marianas Variety news media that the Appellant would have sought a U.S. Department of Agriculture loan, it is also contradictory on the Appellant's part to file a protest citing IBC for not having the financing in place, and yet they did not have the financing in place, too.

The RFP stated that the proposer was required to have the **ability** to finance the project at 100%, include terms, provide pre-payment lease scenarios, and provide suggested payment arrangements and maintenance costs. IBC's proposal provided several options for financing and contained all required items listed in the RFP documents. At no point did the RFP or the Government of Guam state that the proposers were able to predict actual closing costs interests or what the terms would be exactly at financial closing. The RFP intentions were clear the proposer was required to have the ability to finance the whole project at 100%.

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<sup>2</sup> John F. Kennedy High School RFP, finance, demolition, design, build, maintain and leaseback Project NO.700-5-10-L-TAM

- 7) The proposed bond proceeds of \$45,680,000.00 have now become \$69,930,000.00, pursuant to the documents regarding the sale of certificates of participation which are attached hereto. As can be seen from the above, the project that is now on the table is not the project which was proposed by IBC.

**Response Item# 7:**

IBC's proposed construction cost has not changed. The cost of financial closing, which is a result of terms and conditions required by the government, has been developed further during negotiations, thus resulting in increased total project cost.

- a) The amount of the bond financing is 24 million dollars more than proposed, the lessor is not IBC, but CaPFA, the non-appropriation clause in the RFP 3.1.7(d) which they said would apply does not apply according to the proposed lease. The apparent lease that has been entered into effective August 1, 2009, pursuant to the language of the document prepared for the sale of the certificates of participation is for Certificates of Participation rated B by Standard and Poors and not 2009 Trust Certificates rated AAA. Guam has not received AAA rating for any bonds they have been involved with and the Evaluation Committee should have known that this proposal was unrealistic.
- i) **RFP 3.1.7d - Non-Appropriation Clause**: In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.<sup>3</sup>
- 8) The above clearly establishes that the proposal submitted by International Bridge Corporation was not in compliance with the request for proposal and the award with all of the changed circumstances is a violation of the procurement process. IBC did not have financing in place at the time that the bid was submitted in contravention of the proposal, and financing was to be a seventy percent (70%) component in the grading of the project.
- 9) IBC's proposal stated ---that the Government could cancel the lease at the end of a current fiscal year without penalty, yet the sale of the Certificates of Participation information

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<sup>3</sup> John F. Kennedy High School RFP, finance, demolition, design, build, maintain and leaseback Project NO.700-5-10-L-TAM



indicates that the ground lease dated as of August 1,2009, provides that the lessee, the Government of Guam, has agreed in the lease to surrender the project to lessor, cease use of the project and not interfere with lessor's rights under the Ground Lease with respect to the site, therefore, causing the Government of Guam to lose the property for the duration of the 30 years that it had not yet been realized.

Response for item# 7a-9:

**\*\*\*Note:** As stated earlier due to ongoing negotiations, DPW cannot comment on the terms of the proposer's for the sake of the argument being posed. It is apparent GCIF is not familiar of the limitations of what is allowable under the Sunshine Act. Referencing 2GAR – Administration, Div. 4 – Procurement Regulations, Ch. 3 §3114 (h) (1) *Registration*, all other offerors' or bidders' proposals are not opened to public inspection and only when a contract is awarded shall the winning bidder's proposal be opened to public inspection. I am only led to believe and suspect that GCIF has violated procurement regulations by illegally acquiring such information of another proposer.

10) Finally, as the proposal was submitted by IBC, they would have to be the lessor, unless they properly assigned that right to CaPFA.

Response Item# 10:

The RFP Financing Section I, 2 – States who may submit proposal:  
Any "Developer, Contractor or Finance Company" may submit a proposal.  
"Developer, Contractor or Finance Company" shall mean any COMPANY organized and operating under the laws of any state or territory of the United States and who may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of the Revenue and Taxation. A special purpose corporation proposal may also be a consideration.<sup>4</sup>

International Bridge Corporation is a Guam-based construction and project management firm since 1972; and its financier, Capital Project Finance Authority (CaPFA) exist through CaPFA Capital Corp, which is registered and licensed to do business on Guam, owned and controlled by CaPFA, a Florida not-for-profit corporation and a tax exempt entity under Section 115 of the Internal Revenue Code.

On the basis of the proposal of IBC, DPW has accepted the special purpose corporation relationship between IBC and CaPFA. CaPFA Capital Corp will act as an interim owner of the lease agreement proposed and IBC and CaPFA will enter into a 30 year annual maintenance agreement in accordance with the terms and conditions contained in the RFP.

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<sup>4</sup> John F. Kennedy High School RFP, finance, demolition, design, build, maintain and leaseback Project NO.700-5-10-L-TAM

11) The Guam Community Improvement Foundation (GCIF) is not in possession of the final cost analysis of the bonds and the yearly cost to the Government of Guam for the repayment of those bonds, but it has to be significantly different than the payments proposed on the \$45,680,000.00 cost for trust certificates Series 2009 rated AAA. GCIF is also unaware of what interests one will be paying to the Certificates of Participation that are to be obtained at the higher amount and not a AAA rating but a B rating.

**Response Item# 11:**

There's no basis to this request for GCIF to receive the final cost analysis and GCIF is not required to have possession of final cost analysis at this point of time. The Government has an obligation to protect the proprietary financial information contained in each proposal for the purposes of ensuring the Government receives the best proposal possible for the subject project, until such time as the procurement process is completed and this information becomes part of the public record.

12) Mr. Perez from DPW has been on the speaking circuit of late, and has now infused new matters into the equation. He indicated before the Rotary Club on August 24, 2009, that "this was never a request for the lowest bidder, but a request for the best value".

- a) It should be noted that "best value" is not an authorized criteria anywhere in the Guam Procurement Law. Mr. Perez went on to say that "the price tag for the new JFK only increased after negotiations began with IBC". He then explained that "the need for additional collateral equipment such as student desks caused the price to go up". We can only glean from that comment that IBC did not include in its bid the collateral equipment which was included in Addendum 2 to the Construction of the new John F. Kennedy High School RFP all of the collateral equipment for the high school. Assuming that is the increase in the cost from 45 million to 69 million, the IBC project cost is well above the cost submitted by GCIF.
- b) GCIF's bid included the collateral equipment. There should be no increase in collateral equipment costs in the amount of 24 million dollars based on the collateral equipment required by Addendum 2. Further, P.L. 30-37 provides that the collateral equipment purchased for the interim JFK campus be transferred to the new facility thereby effectuating a reduction in the cost of the new JFK, not an increase.

**Response Item# 12-12b:**

**Based on the proposal submitted by International Bridge Corporation, the cost of collateral equipment was inclusive of their construction cost. This is a baseless argument citing unofficial media statements not part of the official procurement documents and proceedings.**

13) There has been an active push of students of JFK to have the protests and

appeals process halted and the proposal solidified with IBC. Ms. Eunice Aflague, one of the seven evaluators for the project, was seen dropping off JFK students at the location where they were conducting their protest. It appears that someone has some ulterior motives on this matter. Should the process have to continue, Ms. Aflague should be barred from participating in this process. Appellant further believes that a technical review of the Evaluation Committee be undertaken as there is such a unique type of procurement with a 70% financing and 30% construction weighting. The Evaluation Committee should have a significant financial background to be involved in the rating of this matter.

**Response Item# 13:**

1. Ms. Eunice Aflague is a parent and have parental obligation to insure her children arrive at events and leave events safely. That is an obligation and a right.
2. Ms. Aflague did not involve herself in the attempts to see the process through until months after the Intent of Award notice to proceed was issued, and at a time when the project was in jeopardy of being threatened by Bill 1 (4-S) – the first Interim Campus bill.
3. The evaluation committee had members that were familiar with the financial end of the evaluation, than the process of evaluation, with credible backgrounds and experiences as financial, managerial and curriculum leaders for the Department of Education. DOE is the biggest Government Agency that goes through annual budget justifications and financial scrutiny than any other government agency.
4. It was apparent to the evaluation committee that GCIF was not experienced with building a school with a conducive, sound and safe environment. When asked if the design and the structure could be adjusted, the architect of GCIF stated, “no, but maybe we could add some features to the design”. If the members of DOE weren't part of the evaluation committee, should GCIF have been selected based on the 70% financial criteria of the evaluation, for this large population of JFKHS students, the structure built would have been a major safety issue and unhealthy environment; that would require more employees to monitor the students and man the whole entire campus; and which the number of employees would exceed what is required by Public Health regulatory mandates and DOE's budget. Saving the government money all around and ensuring the safety of the students was an additional key factor of the comprised members of the evaluation committee.
5. GEDA had in place a cost analysis done at the request of DPW immediately after the evaluation committee met; GEDA reviewed all proposals and was provided additional information by all presenters in what was a thorough presentation of each proposer. GEDA's financial analysis was used by the committee in determining the outcome of the evaluations, and confirms that the top ranked proposer provided and continues to

provide the lowest cost to the Government of Guam.

14) Although there has been a great deal of coverage with this matter, Appellant is led to believe that no contract has yet been entered into between the Government of Guam or any of its entities and International Bridge Corporation, the proposer. GCIF requests that this RFP process be found to have been completely lacking, require a new evaluation committee with qualified participants be created and this proposal be re-evaluated.

**Response Item# 14:**

GCIF's request to establish a new evaluation committee and re-evaluate the same proposal would not change the outcome of the top ranked bidder; and GCIF's proposal would still rank them in last place. Base on actual computations of each offeror's proposal, IBC would still be ranked on top and the lowest cost to the Government of Guam with a proposal comprised of the lowest construction cost per unit square footage proposed than any other proposer.



**EXHIBIT G2**



JFK Procurement

I MAGA' LAHEN GUAHAN  
GOVERNOR OF GUAM  
FELIX P. CAMACHO  
I SEGUNDO NA MAGA' LAHEN GUAHAN  
LT. GOVERNOR OF GUAM  
MICHAEL W. CRUZ M.D.  
ADMINISTRADOR  
ADMINISTRATOR  
ANTHONY C. BLAZ

**Aturidád Inadilánton Ikunumihan Guahan**

August 28, 2009

Ms. Doris Flores Brooks, Public Auditor  
OFFICE OF THE PUBLIC AUDITOR  
Suite 401, DNA Building  
238 Archbishop Flores Street  
Hagatna, GU 96910  
RE: Guam Community Improvement Foundation Appeal

Dear Mrs. Brooks:

Hafa Adai. I am writing to provide information to support your review and analysis of the Procurement Appeal filed by Guam Community Improvement Foundation ("GCIF" or the "Appellant") regarding the Request for Proposal ("RFP") for the construction of a new John F. Kennedy High School, Project No. 700-5-10-L-TAM.

GCIF cites several sections in the RFP as the basis for its appeal, including the Scope of Work, the Basis of Award and the Bidder's Affirmation and Declaration. It is GEDA's position that contrary to the Appellant's statements, the winning bidder fully complied with all of the sections in the RFP, as well as the authorizing legislation, from a financing standpoint.

GCIF suggests in its appeal letter that the RFP Scope of Work included a provision that the winning bidder was required to have funds in hand prior to the initial bid award. Surely, you can imagine that the Government did not expect any of the bidders to have \$40-60 million in cash on hand prior to the award, especially given the state of the global economy and nationwide credit crunch. Rather, it was fully expected that each bidder would procure financing in accordance with the preliminary terms outlined in their respective proposals. The requirement in the RFP was the "ability" to provide financing. The winning bidder met this requirement and would have substantially completed the financing process if the Appellant had not filed its protest. GCIF's allegations regarding the financing process, makes it clear that that GCIF is not familiar with the process typically associated with lease-leaseback financings, the roles of those involved, nor the complexities of the related legal documents. GEDA has, as the Government's Central Financial Manager, facilitated these types of financings in the past and is happy to provide your office with more information regarding the process.

It should also be clarified that the document to which GCIF refers to in its letter, in order to make certain assumptions regarding the legal and financing structure of the winning bid, is a Preliminary Official Statement ("POS") issued to the public market in connection with the proposed sale of the Certificates of Participation which were to be sold to finance the JFK project. The document contains *summaries* of

the provisions contained in legal documents to be executed in connection with the project financing and is not to be considered as a full statement of such documents. GCIF makes the argument that such legal documents do not comply with the RFP Scope of Work, when clearly they do. In addition, GCIF makes allegations that the winning bidder assigned its rights under the RFP and furthermore is not legally formed or duly authorized to do business on Guam. This is entirely false. IBC, as the winning bidder, designed a project team that comprised of several entities including its finance partner, CaPFA, which is licensed to do business on Guam. Contrary to GCIF's allegations, no assignment of rights under the RFP has occurred to any entity that was not already awarded as part of the winning project team.


Lastly, GCIF goes on in its letter to allege that the cost of the winning proposal was arbitrarily inflated during the negotiation process. The increase in the total amount of the financing, however, was due to several provisions contained in the authorizing legislation, Governmental budgetary constraints and financing structure requirements. These additional "costs" are unrelated to the actual construction cost of the project itself. GEDA notes that the winning bidder provided and continues to provide the *lowest* quoted construction cost out of the three respondents to the RFP. As you know, however, the project cost was only one of the many factors included in the evaluation of the proposals.

In summary, GEDA believes that the winning bidder met the financing requirements of the RFP, provided the best terms from which the Government could then negotiate and followed through with the Scope of Work in accordance with Guam law and the typical financing process associated with lease-lease back obligations. It has become clear to GEDA, through many of allegations made in the appeal letter, that GCIF is not familiar with the typical lease-leaseback financing process that occurs in connection with this type of project, nor does the Appellant fully understand the financing requirements of the RFP as well as the requirements of the public laws authorizing the project financing structure.

GEDA stands ready to assist your office with any information necessary to support your review of this appeal. Please let me know if we can be of further assistance.

Si Yu'us Ma'ase.



Anthony C. Blaz  
Administrator 

cc: Lawrence P. Perez, DPW Director

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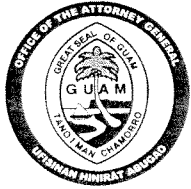




**EXHIBIT H**  
**(Not Applicable)**



# **EXHIBIT I**



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Attorneys for the Department of Public Works


**BEFORE THE PUBLIC AUDITOR**  
**Procurement Appeal**

IN THE APPEAL OF:	)	DOCKET NO. OPA-PA 09-005
	)	
<b>GUAM COMMUNITY IMPROVEMENT</b>	)	
<b>FOUNDATION, INC.</b>	)	<b>DECLARATION RE</b>
	)	<b>COURT ACTION</b>
Appellant.	)	
	)	
	)	

Pursuant to the Public Auditor Procurement Appeals Rules §12105(i), the undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of the Public Auditor within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Submitted this 11<sup>th</sup> day of September 2009.

**DECLARANT:**

  
**BENJAMIN M. ABRAMS**  
 Assistant Attorney General



**EXHIBIT J**



OFFICE OF THE PUBLIC AUDITOR

PROCUREMENT APPEALS

IN THE APPEAL OF,  
CAPTAIN, HUTAPEA & ASSOCIATES,  
INC.,

Appellant

APPEAL NO: OPA-PA-08-009

DECISION

I. INTRODUCTION

This is the Public Auditor's Decision on an appeal filed on June 5, 2008, by Captain, Hutapea & Associates, Inc., (Hereafter "CHA") regarding the Guam Housing and Urban Renewal Authority's (Hereafter "GHURA") denial of CHA's May 12, 2008, protest of GHURA's determination that PCR Environmental, Inc. (Hereafter "PCR") was the best offeror for RFP-GHURA-RP&E-08-002 (Guam Comprehensive Housing Study) (Hereafter "RFP"). The Public Auditor holds that, based on the record before her, there is no evidence that GHURA's evaluation committee did not evaluate the proposals on the basis of the evaluation factors stated in the RFP. Accordingly, CHA's June 5, 2008, appeal is denied.

II. FINDINGS OF FACT

The Public Auditor in reaching this Decision has considered and incorporates herein the Findings of the Hearing Officer, Anthony R. Camacho, Esq., issued on October 23, 2008. In addition, this Decision is based on the Procurement Record and all documents submitted by the parties in the appeal because no party to this proceeding has requested a hearing.

1. On February 10, 2008, GHURA advertised the RFP as available for pick-up beginning February 1, 2008, via publication in the Pacific Daily News.<sup>1</sup>

2. The RFP requested proposals for:

<sup>1</sup> Excerpt of Pacific Daily News dated February 10, 2008, Procurement Record.



1 a. A Comprehensive Housing Study for Guam; and

2 b. The development of a dynamic interactive Housing Model that will be used to  
3 generate forecasts of housing needs for Guam.<sup>2</sup>

4 3. The deadline for submission of proposals in response to the RFP was set for 3:00 p.m.  
5 on February 29, 2008.<sup>3</sup>

6 4. CHA and PCR both submitted proposals in response to the RFP.<sup>4</sup>

7 5. CHA was subsequently notified that GHURA selected PCR as the best offeror.<sup>5</sup>

8 6. On May 12, 2008, CHA protested GHURA's selection of PCR as the best offeror  
9 alleging that such action violates the RFP's requirement that an offeror have experience in the  
10 Guam market.<sup>6</sup>

11 7. On May 21, 2008, GHURA denied CHA's protest on the grounds that the RFP does  
12 not require an offeror to have experience in the Guam housing market, and that GHURA's  
13 evaluation committee reviewed the proposals and provided an independent evaluation of which  
14 offeror would be the best offeror to provide the services sought by GHURA, and based on the  
15 strength of the offerors and their respective proposals, the evaluation committee determined that  
16 PCR was the best offeror.<sup>7</sup>

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23 <sup>2</sup> Id.

24 <sup>3</sup> Id.

25 <sup>4</sup> CHA Proposal dated February 29, 2008, Tab 3, CHA Notice of Appeal dated June 5, 2008 (Hereafter "CHA  
26 Appeal"), and PCR Proposal dated February 29, 2008, Procurement Record.

27 <sup>5</sup> May 21, 2008, Decision to official protest of Captain by GHURA's attorneys

28 <sup>6</sup> Id.

<sup>7</sup> Decision on CHA Protest dated May 21, 2008, Tab 2, CHA Appeal.

1 8. On June 5, 2008, fifteen (15) days after GHURA denied their May 12, 2008, protest,  
2 CHA filed this appeal.<sup>8</sup>

3  
4 **III. ANALYSIS**

5 GHURA properly denied CHA's May 12, 2008, protest. On appeal, CHA alleges that it  
6 and not PCR should have been selected as the most qualified offeror due to CHA's expertise,  
7 experience, and past record of performance. CHA alleges that PCR's voluminous proposal may  
8 have overwhelmed some of the evaluation committee members. CHA alleges that at least one  
9 member of the evaluation committee was personally biased against CHA. And, CHA alleges  
10 that PCR does not have the experience, professional designations, market data, or expertise to  
11 complete the services required by the RFP. Finally, CHA alleges, for the first time on appeal,  
12 that the RFP process is flawed because it did not require a comprehensive source of complete  
13 and accurate real estate market data. CHA does not provide any evidence to support these  
14 allegations. As will be discussed below, CHA's subjective belief that it should have been  
15 selected as the best offeror is overcome by the objective evaluation conducted by GHURA's  
16 evaluation committee in accordance with the evaluation criteria set forth in the RFP.

17 **A. CHA's expertise, experience, and past record of performance, by themselves,  
18 does not require GHURA to select CHA as the best qualified offeror.**

19 CHA argues, at great length, that its expertise, experience, and its substantial past record  
20 of performance justifies overturning GHURA's selection of PCR as the best offeror. Generally,  
21 proposals must be evaluated only on the basis of evaluation factors stated in the request for  
22 proposals. 5 G.C.A. §5216(e) and 2 G.A.R., Div. 4, Chap. 3, §3114(f)(2). Here, the RFP states  
23 that proposals will be evaluated on the basis of the following criteria with each item being given a  
24 weight:

- 25  
26 i. *The completeness of the proposal, particularly the methodology  
27 and approach to be followed in performing the required services  
28 within the Scope of Work.* 35%

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<sup>8</sup> CHA Appeal.

- |   |   |                  |
|---|---|------------------|
| 1 | ii. <i>The expertise, experience and availability of personnel for each task to be completed within the specified time frame.</i> | 35%              |
| 2 | iii. <i>The Proposer's demonstrated past record of performance.</i>   | 20%              |
| 3 | iv. <i>The Proposer's capacity to perform the work within a prescribed time frame.</i>  | 10% <sup>9</sup> |

5 The evaluation factors (ii and iii) clearly indicate that an offeror's expertise, experience,  
6 and past record of performance account for a total of 55% of the total score for each offeror. The  
7 remaining 45% of an offeror's score is dependent on other factors which include the  
8 completeness of the proposals and the offeror's methodology and approach, the offeror's  
9 capacity to perform the work within a prescribed time frame. Thus, even if CHA scored the  
10 maximum amount of points for the expertise, experience and past record of performance factors,  
11 another offeror could still be selected as the best offeror if it scored higher on the remaining  
12 evaluation criteria. Greater weight cannot be given to CHA beyond 55% of the total score for  
13 each offeror on the factors of expertise, experience, and past record of performance due to the  
14 procurement law and regulations cited above. Thus, the Public Auditor finds that CHA's  
15 expertise, experience, and past record of performance, by themselves, are not sufficient to justify  
16 overturning GHURA's selection of PCR as the best offeror.  
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19  
20 **B. There is no evidence that the Evaluation Committee was overwhelmed by PCR's Proposal or that they lacked the aptitude to judge PCR's proposal.**

21  
22 CHA alleges that PCR's proposal was voluminous and that its sheer weight and intensity  
23 of material may have overwhelmed some of those judging the proposals. The procurement  
24 record submitted in this matter does not support this allegation.<sup>10</sup> PCR's Proposal contained

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25 <sup>9</sup> Proposal Evaluation Criteria, Paragraph F, Page 6, RFP, Tab C, Agency Report.

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27 <sup>10</sup> Generally, proposals of the other offerors are not made public until after the award, and only the proposal of the  
28 offeror who is awarded the contract is made public. 2 G.A.R., Div. 4, Chap. 2, §3114(h)(1) and (i)(2). Here, the  
record does not indicate any award was made. However, PCR submitted its proposal, with redactions, and a letter  
by PCR's Counsel requesting that GHURA include it in the Procurement Record in this matter. See Letter from  
Janalynn C. Damian, Esq., to Anthony C. Perez, Esq., dated June 27, 2008. Further, PCR has entered its  
appearance in these proceedings as an interested party and filed Comments to the Agency Report. The Public

1 approximately fifty-five (55) pages.<sup>11</sup> CHA's Proposal was larger than PCR's proposals because  
2 CHA's proposal contained approximately seventy-five (75) pages. Therefore CHA's allegation  
3 that the sheer weight and intensity of material submitted by PCR may have overwhelmed some  
4 of those judging the proposals is not supported as the size of CHA's proposal was just as  
5 voluminous as PCR's.

6 Nor does the record support CHA's implication that GHURA's evaluation team lacked  
7 the aptitude or ability to judge PCR's Proposal. GHURA's evaluation team consisted of high  
8 ranking managerial officials as it was composed of Michael Duenas, GHURA's Chief Planner,  
9 Ronald Lujan, GHURA's Community Development Manager, Albert Perez, Chief Economist of  
10 Guam, Arnold Jose, President of Jose Realty and a former President of the Guam's Realtor's  
11 Association, and Nora Camacho, a GHURA Planner III.<sup>12</sup> The Public Auditor finds no merit in  
12 CHA's unsubstantiated implication that these evaluation committee members lacked the aptitude  
13 to accurately review and judge PCR's Proposal.

14 **C. There is no evidence that any members of Evaluation Committee were biased**  
15 **against CHA.**

16 CHA claims that at least one of the members of the evaluation committee may have been  
17 biased against CHA. However, CHA does not identify which of the five (5) members of the  
18 evaluation team may have been biased. CHA only asserts that the bias may have resulted from a  
19 prior contract CHA completed for GHURA.<sup>13</sup> Assuming *arguendo*, that a committee member  
20 considered CHA's performance on this prior contract, the Public Auditor finds that this is not  
21 bias, but instead the correct performance of the committee member's duty. As stated above, one  
22 of the criteria that was used to evaluate the proposals was the offeror's demonstrated past record  
23  
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25 Auditor accepts PCR's redacted proposal as part of the record in this matter and any reference to said proposal only  
26 refers to PCR's redacted proposal and not any information PCR deemed confidential or proprietary.

27 <sup>11</sup> PCR Proposal, Procurement Record.

28 <sup>12</sup> Line 19-26, Page 7, Answer of GHURA to Procurement Appeal, Tab G, Agency Report.

<sup>13</sup> Page 2, CHA Appeal.

1 of performance and this criteria was worth 20% of the offeror's total score.<sup>14</sup> Thus,  
2 consideration of CHA's performance on a prior GHURA contract was not bias because the RFP  
3 required evaluation of CHA's past record of performance.

4 **D. The Evaluation Committee properly ranked PCR as the best offeror.**

5 CHA argued at great length that PCR should not have been determined to be the best  
6 offeror because it does not have the experience, professional designations, market data, or  
7 expertise to complete the services required by the RFP. As stated above, experience and  
8 expertise were one of the RFP's evaluation criteria.<sup>15</sup> CHA alleges that PCR is not qualified to  
9 perform real estate consulting and analysis. However, the qualifications required by the RFP do  
10 not require "real estate consulting," or "real estate analysis."<sup>16</sup> CHA alleges that PCR does not  
11 have a history of completing real estate consulting reports. However, as stated above, the RFP  
12 was soliciting for a comprehensive housing study for Guam and the development of a dynamic,  
13 interactive housing model, and not real estate consulting reports.<sup>17</sup> CHA alleges that PCR's  
14 project team's expertise is limited to environmental issues. However, this is not supported by  
15 PCR's proposal which indicates that PCR's project team members have experience developing,  
16 refining, and conducting comprehensive housing studies and developing interactive housing  
17 models in other island communities comparable to Guam. Finally, CHA alleges that PCR has no  
18 market data to complete the housing study. However, the RFP does not require that offerors use  
19 market data they currently possess, instead, the RFP requires the collection of information about  
20 Guam's existing conditions and current housing situation.<sup>18</sup> Thus, the Public Auditor finds that  
21 PCR has the experience and expertise to complete the services required by the RFP.

22 **E. The issue of whether the RFP Specifications and Requirements were flawed is**  
23 **not properly before the OPA.**

24 <sup>14</sup> Proposal Evaluation Criteria, Paragraph F, Page 6, RFP, Tab C, Agency Report.

25 <sup>15</sup> Proposal Evaluation Criteria, Paragraph F, Page 6, RFP, Tab C, Agency Report.

26 <sup>16</sup> Section V, Paragraph B, Qualifications, Page 5, RFP, Tab C, Agency Report.

27 <sup>17</sup> Excerpt of Pacific Daily News dated February 10, 2008, Procurement Record.

28 <sup>18</sup> Section I, Paragraph B2a, Services Required, RFP, Tab C, Agency Report.

1  
2 CHA raises an entirely new allegation for the first time on appeal. CHA argues that the  
3 RFP specifications and requirements were flawed because they did not require a comprehensive  
4 source of complete and accurate real estate market data.<sup>19</sup> This argument is not part of CHA's  
5 May 12, 2008 protest and it is not part of GHURA's May 21, 2008 Decision denying CHA's  
6 protest. The Public Auditor's jurisdiction is limited to reviewing GHURA's May 21, 2008  
7 Decision denying CHA's May 12, 2008 Protest. 5 G.C.A. §5425(e). The issue of whether the  
8 RFP specifications and requirements were flawed because they did not require a comprehensive  
9 source of complete and accurate real estate market data was not raised in CHA's May 12, 2008,  
10 protest or GHURA's May 21, 2008 Decision denying the protest. As a result, there is simply no  
11 decision concerning this issue for the Public Auditor to review. Thus, the Public Auditor does  
12 not have the jurisdiction to hear this issue because it is not properly before her.  
13  
14

#### 15 16 IV. CONCLUSION

17 Based on the foregoing, the Public Auditor hereby determines the following:

- 18 1. CHA's expertise, experience, and past record of performance, by themselves, are not  
19 sufficient to justify overturning GHURA's selection of PCR as the best offeror.
- 20 2. There is no merit to CHA's allegation that PCR's Proposal was voluminous or that  
21 GHURA's evaluation committee members lacked the aptitude to accurately review and judge  
22 PCR's Proposal.
- 23 3. An evaluation committee member's consideration of CHA's performance on a prior  
24 GHURA contract, if it occurred, was not bias because the RFP required evaluation of CHA's  
25 past record of performance.
- 26 4. The Public Auditor accepts GHURA's finding that PCR has the experience and  
27 expertise to complete the services required by the RFP.

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<sup>19</sup> Page 3, Data Requirements Paragraph, CHA Comments to Agency Report dated September 8, 2008.

1           5. The Public Auditor does not have the jurisdiction to hear the issue of whether the  
2 RFP's specifications and requirements were flawed because they did not require a  
3 comprehensive source of complete and accurate real estate market data.


4           6. CHA's appeal is hereby denied.

5           7. GHURA's May 21, 2008, Decision denying CHA's May 12, 2008, protest is  
6 sustained.

7           This is a Final Administrative Decision. The Parties are hereby informed of their right to  
8 appeal from a Decision by the Public Auditor to the Superior Court of Guam, in accordance with  
9 Part D of Article 9, of 5 G.C.A. within fourteen (14) days after receipt of a Final Administrative  
10 Decision. 5 G.C.A. §5481(a).

11           A copy of this Decision shall be provided to the parties and their respective attorneys, in  
12 accordance with 5 G.C.A. §5702, and shall be made available for review on the OPA Website  
13 [www.guamopa.org](http://www.guamopa.org).

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15           DATED this 23<sup>rd</sup> day of October, 2008.

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21           DORIS FLORES BROOKS, CPA, CGFM  
22           PUBLIC AUDITOR  
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