

1 **BROOKS CONCEPCION LAW, P.C.**  
2 **247 Martyr Street, Ste. 101**  
3 **Hagatna, Guam 96910**  
4 **(671) 472-6848**  
5 **(671) 477-5790**

**RECEIVED**  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: May 16, 2019

TIME: 4:59  AM  PM BY: FDJ

FILE NO OPA-PA: 19-004

6 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

7 **In the Appeal of**

) **DOCKET NO. OPA-PA-19-004**

8 **REX INTERNATIONAL,**

)

) **EXHIBITS**

9  
10 **Appellant**

)

)

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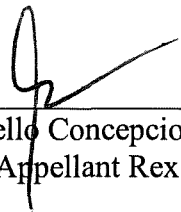
11  
12 Attached herewith are Exhibits A, Exhibit B and Exhibit C described below, that were  
13 inadvertently not included in the Notice of Appeal, filed before the Office of Public Accountability  
14 on May 16, 2019.

- 15  
16 **Exhibit A** REX International's contract with GACS.  
17 **Exhibit B** Letter to Guahan Academy Charter School  
Dated March 5, 2019  
18 **Exhibit C** Notice of Intent to Award dated 4-25-16.

19 Respectfully submitted this 16<sup>th</sup> day of May, 2019.

20  
21  
22 **BROOKS CONCEPCION LAW, P.C.**

23  
24 By:

  
\_\_\_\_\_  
Georgette Bello Concepcion, Esq.  
Counsel for Appellant Rex International



# **EXHIBIT A**



**FORMAL CONTRACT**

**Final Contract may not be in exact form as provided below. This document, along with Bid Documents provides notice to the Bidder of bid terms and conditions acceptable to GACS**

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the **GUAHAN ACADEMY CHARTER SCHOOL** ("GACS"), whose business address is 130 University Drive Suite 12 Castle Mall Mangilao, Guam, 96913 and **Rex International**, whose business address is, 139 E. Chalan Santo Papa St., Suite 201, Hagatna, Guam 96910 licensed to conduct business on Guam and having Guam business or Contractor's license No **C-0616-0782**

**WITNESSETH**, that whereas, GACS intends to construct the GACS Tiyan Campus having GACS Project No. 2017-03 hereinafter called the "Project," in accordance with the Bid Specifications in GACS Bid No. 3-2017-03 prepared by the Guahan Academy Charter School;

**NOW THEREFORE**, GACS and the Contractor for the considerations hereinafter set forth and in other documents associated with the performance hereunder, agree as follows:

**SECTION 1. THE CONTRACTOR AGREES:**

To furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project in strict compliance with the Contract Documents herein mentioned, which are hereby made a part Of the Contract, including the following addenda:

ADDENDUM NO.	DATED
<u>1</u>	<u>4/11/2017</u>
_____	_____
_____	_____
_____	_____

**A. CONTRACT TIME:** The Contractor agrees to commence work under this Contract upon written notice to proceed, and to complete the project ready for use and operational within 195 calendar days of the commencement of the Contract Time as defined in the General Provisions of the Contract.

**B. SUB-CONTRACTORS:** The Contractor agrees to bind every sub-Contractor to the terms of the Contract Documents. The Contract Documents shall not be construed as creating any Contractual relation between a sub-Contractor and the Guahan Academy Charter School.

**SECTION 2. GACS AGREES:**

To pay, and the Contractor agrees to accept in full payment for the performance of this Contract the amount of \$ \_\_\_\_\_, plus all sums to added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the Bid Specifications and Guam law.

Any adjustment in Contract price pursuant to clauses in this Contract shall be made in one or more of the following ways:

1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. by unit prices specified in the Contract or subsequently agreed upon;
3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon; in such other manner as the parties may mutually agree; or in the absence of an agreement between the parties, by a unilateral determination by the GACS Board of Trustees of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GACS Board of Trustees in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

**SECTION 3. CONTRACT DOCUMENTS:**

It is hereby mutually agreed that the following list incorporated herein by reference shall constitute the Contract Documents, all of which shall be incorporated into and constitute the Contract between the parties, and they are as fully a part of this Agreement as if they were set out verbatim and in full, are designated as follows:

1. Bid Specifications as defined in the Bid.
2. Bidder's Bid and all documents provided in response to the Bid, unless such documents conflict with the Bid Specifications.
3. GACS's responses to RFI's and Addenda/Amendments to the Bid.
4. Conditional Notice of Award and other documents sent to Bidder following GACS' receipt of the Bid.

5. Change Orders or Amendments to the Contract. In the event of a conflict between any of the above, the terms of the Bid Specifications and this Contract shall control.

6. Schedule of Values

**SECTION 4. LIQUIDATED DAMAGES:**

The Contractor further agrees to pay to GACS the sum of \$500.00 per day, not as a penalty, but as a reasonable liquidated damages by his failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Contractor shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days liquidated damages will be assessed once the Work has not been completed on time. In assessing liquidated damages, GACS, may, at its option, withhold such amounts from any amount due to the Bidder for performing Work called for under this Bid.

**SECTION 5. COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GACS the right to terminate the Contract, or at its direction, deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Contractors upon Contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**SECTION 6. OTHER CONTRACTS:**

GACS may award other Contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other Contracts as may be directed by the GACS General Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

**SECTION 7. DISPUTES:**

Except as otherwise specifically provided in this Contract, all disputes concerning questions of fact arising under this Contract shall be decided by the GACS Board of Trustees whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the work as directed. However, the final decision of the GACS Board of Trustees is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

**SECTION 8. DIFFERING SITE CONDITIONS.** The Contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the

Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

**SECTION 9. CONTRACT BINDING:**

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GACS and the Contractor respectively and his parties, successors, assignees and legal representative. Neither GACS nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Contractor, sub-Contractor, material man or other person can or will Contract for or in any other manner have or acquire any lien upon the binding or works covered by this Contract, or the land upon which the same is situated.

**SECTION 10. GACS NOT LIABLE:**

- A. GACS, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Contractor, Contractor's agents, employees, or to Contractor's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.
- B. GACS, its officers, agents, employees and governing board shall not be liable to Contractor for any work performed by the Contractor prior to the written and signed approval of this Contract by the Board of Trustees for GACS and the Contractor hereby expressly waives any and all claims for services or Work performed in expectation of this agreement prior to its signature of the Board of Trustees and the Certifying Officer. This provision is also applicable to Change Orders and Contract Amendments.

**SECTION 11. NOTICES:**

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAHAN ACADEMY CHARTER SCHOOL**  
130 Castle Mall  
University Road  
Mangilao, Guam 96913

To: **REX INTERNATIONAL**  
139 E. Chalan Santo Papa St.  
Suite 201  
Hagatna, Guam 96910



**SECTION 12. TERMINATION: Section 12.1 - Termination for Default:**

(1) **Default.** If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, GACS may notify the Contractor in writing of the delay or non-performance and if not cured in five (5) working days or any longer time specified in writing by GACS, GACS may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GACS may procure similar services in a manner and upon terms deemed appropriate by GACS. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) **Contractor's Duties.** Notwithstanding termination of the Contract and subject to any directions from GACS, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which GACS has an interest.

(3) **Compensation.** Payment for completed services delivered and accepted by the government and GACS shall be at the Contract price. GACS may withhold from amounts due the Contractor such sums as GACS deems to be necessary to protect GACS against loss because of outstanding liens or claims of former lien holders and to reimburse the GACS for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GACS personnel).

(4) **Excuse for nonperformance or Delayed Performance.** Except with respect to defaults of Sub-Contractor of Contractor, the Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified GACS within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Contractor (or sub-contractor) were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the Contract requirements. Failure of the Contractor (or sub-contractor) to perform for reasons other than cited above shall constitute a default of the Contractor unless cured by Contractor with a reasonable time. Upon request of the Contractor, GACS shall ascertain the facts and extent of such failure, and, if GACS determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the GACS under the laws of Guam.

(5) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor

was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

### **Section 12.2 - Termination for Convenience:**

(1) **Termination.** GACS may, when the interest of GACS so requires, terminate this Contract in whole or in part, for the convenience of GACS (including the provision of services by any sub-Contractor of the Contractor). GACS shall give 30 days' advance written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

(2) **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work (except in the case of Sub-contractors where the Contractor is solely liable to GACS for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and sub-contracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of sub-contracts and orders connected with the terminated work. GACS may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or sub-contracts to GACS. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) **Right to Work Product.** Upon termination of the Contract for the convenience of GACS or for any other reason, Contractor shall transfer title and deliver to GACS all documents and reports, plans, drawings, information and other material produced by Contractor or any of its sub-contractors in connection with the performance of this Contract. The Contractor shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GACS has an interest.

(4) **Compensation.**

- a. The Contractor shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, GACS may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

- b. GACS and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by GACS and the Contract price of the work not terminated.
- c. Absent complete agreement under Subparagraph (2) of this Paragraph, GACS shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:
  - i. Contract prices for services accepted under the Contract;
  - ii. Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - iii. Costs of settling and paying claims arising out of the termination of sub-contracts or orders pursuant to Subparagraph (b) of this clause; The reasonable settlement costs of the Contractor including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of sub-contracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the Contract price of work not terminated.
  - iv. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

### **SECTION 13. SEVERABLE PROVISIONS:**

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

**SECTION 14. GOVERNING LAW AND VENUE:**

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

**SECTION 15. OWNERSHIP OF DOCUMENTS:**

All briefs, memoranda and other incidental Contractor work or materials furnished hereunder shall be and remain the property of GACS including all publication rights and copyright interests, and may be used by GACS without any additional cost to GACS.

**SECTION 16. INDEMNITY:**

Contractor agrees to save and hold harmless GACS, its board members, officers, agents, representatives, employees, successors and assigns and other agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents (including sub-contractors), servants or employees under this Agreement.

**SECTION 17. GENERAL COMPLIANCE WITH LAWS:**

The Contractor agrees that Contractor is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Contractor shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Contractor is exempt under Guam law (must include legal citations proving exemption), if so exempted.

**SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:**

The Contractor, including his sub-contractors, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under the Contract, for inspection by Guahan Academy Charter School. All originals of any documents related to this Contract shall be provided to GACS as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each sub-contract by Contractor pursuant to this agreement shall include a provision containing the conditions of this Section.

**SECTION 19. SCOPE OF AGREEMENT:**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Contractor by GACS and contains all of the covenants and terms between the parties with respect to such this project. Each party to this

Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the Board of Trustees for the Guahan Academy Charter School (or his designee) is the only signature that will bind the GACS.

**SECTION 20. RESPONSIBILITY OF CONTRACTOR:**

In addition to the other requirements set forth in the bid and this Contract, the Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under this Contract. The Contractor shall, without additional cost to GACS, correct or revise all errors or deficiencies in his/her work.

GACS's review, approval, acceptance of, and payment for goods, fee, or for services required under this Contract, shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the Contractor's failure of performance of this Contract and the Contractor shall be and remain liable to GACS for all costs of any kind which may be incurred by GACS as a result of the Contractor's negligent or erroneous performance, of any of the services performed under this Contract. GACS shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

**SECTION 21. CHANGE ORDERS:**

By written order, at any time, and without notice to Contractor's surety, GACS may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in a manner and for such purposes

**SECTION 22. STOP WORK ORDERS:**

GACS may by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding one hundred and fifty (150) days after the order is received by the Contractor, unless the parties agree to any longer period. Upon receipt of the order, the Contractor shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GACS shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this Contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, of the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or

Contractor only if: (a) the stop work order results in an increase in the time required for performance or the Contractor's cost; and (b) if the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GACS decides that the facts justify such action in any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

### **SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GACS:**

If any action or omission on the part of GACS requiring performance changes within the scope of the Contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Contract in compliance with the directions or orders of GACS, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) the Contractor shall have given written notice to GACS:
  - i. prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;
  - ii. within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or
  - iii. within such further time as may be allowed by the Procurement Officer in writing; and
  - iv. This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
- a) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and
- b) the Contractor maintains and, upon request, makes available to the GACS Board of Trustees within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any GACS official or its Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract. Any adjustment in the Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause in Section 2 of this Contract

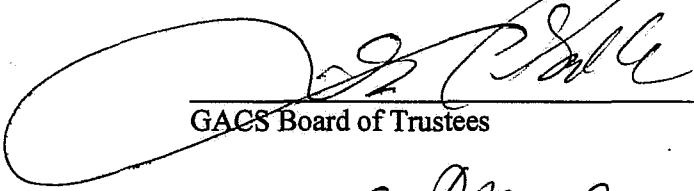
**SECTION 24. EFFECTIVE DATE OF THIS CONTRACT:**

This agreement shall take effect upon the date it is signed by both the General Manger and the Contractor and the date of this agreement shall be the date upon which the Board of Trustees affixes their signature.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the day and year first written.

GUAHAN ACADEMY CHARTER SCHOOL

CONTRACTOR

  
\_\_\_\_\_

  
\_\_\_\_\_

GACS Board of Trustees


Contractor's Authorized Representative

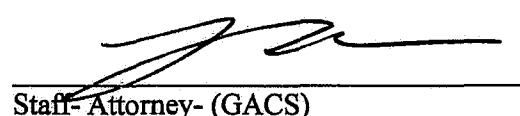
Date: 29 May 2017

Date: MAY 26, 2017

Certified Funds Available:

Approved as to Form:

  
\_\_\_\_\_

  
\_\_\_\_\_

Certifying Officer (GACS)

Staff- Attorney- (GACS)

Guam Business License or Certificate of Authorization No.: \_\_\_\_\_

Contract No.:

Vendor No.:

Contract Amount: \_\_\_\_\_

Certifying Officer: \_\_\_\_\_

Amount Certified: \_\_\_\_\_ Date: \_\_\_\_\_

Source of Funding:

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# **EXHIBIT B**



**Brooks Concepcion Law, P.C.**

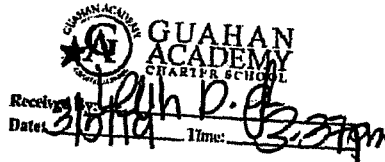
247 Martyr Street, Ste. 101  
Hagåtña, Guam 96910-5190

Terrence M. Brooks, Esq.  
Georgette Bello Concepcion, Esq.

Telephone: (671) 472-6848  
Facsimile: (671) 477-5790  
Email: mail@guamlaw.net

March 5, 2019

Guahan Academy Charter School  
Board of Trustees  
130 Castle Mall  
University Road  
Mangilao, Guam 96913



**Re: GACS Project No. 2017-03**

Dear Board of Trustees:

This firm represents Rex International ("Rex") with regard to the above-referenced matter.

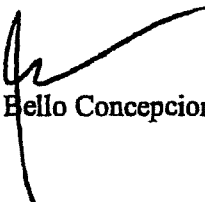
Rex and Guahan Academy Charter School ("GACS") entered into a Formal Contract dated April 11, 2017 to construct the GACS Tiyan Campus ("Contract"). Rex performed work and expended funds in compliance with its obligations under the Contract. GACS, however, has failed to pay Rex's applications for payments in full.

Rex has attempted to amicably settle this matter with GACS for some time now but to no avail. Rex has lost all faith in GACS' ability to settle its claim.

Pursuant to Section 7 of the Contract, Rex hereby **DEMANDS** GACS pay the outstanding balance owed to Rex in the amount of **\$566,762.50** plus interests and attorney's fees and costs within thirty days of receipt of this letter.

Please direct all inquiries to my office.

Sincerely,

  
Georgette Bello Concepcion, Esq.

COPY



# **EXHIBIT C**





**GUAHAN  
ACADEMY  
CHARTER SCHOOL**

**NOTICE OF INTENT TO AWARD**

**Finance and Procurement  
Committee**

**Chairman**

Victor A. Perez

**Members**

Chairwoman Fe Valencia-Ovalles

Terry DeBold

Rowena Zacarias

Dr. Jacquelyn D. Cyrus

Hentrick Eveluck

**Staff:**

*A&E Consultant:*

W.B. Flores & Associates

*Legal Counsel:*

Leonardo M. Rapadas

*Board/Development Consultant:*

Marilyn Manibusan

*Finance Officer*

Joseph Cabana

DATE: April 25, 2016

TO: REX INTERNATIONAL, INC.

FROM: GUAHAN ACADEMY CHARTER SCHOOL

RE: IFB GACS 3-2017-03 – Basic Bid

*"To install and assemble modular classrooms in the warehouse space, upgrade the fire protection and fire alarm systems to comply with the changed use; and to renovate the administration building for the various functions required and associated with operating the school. It also includes the transportation and placement of eight modular classrooms from the existing Tiyan Campus a travel distance of approximately 4,500 linear feet." (Project Description)*

Guahan Academy Charter School announces its intent to award a contract to the following vendor:

Name: Rex International, Inc.

Person to Sign Contract: Edward Kim, General Manager


Address: 139 E. Chalan Santo Papa Street

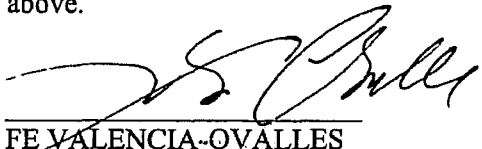
Hagatna, Guam 96932

Telephone: 472-6763 / 477-5235

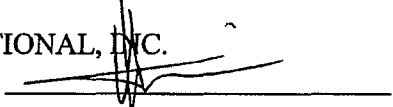
Email: [edward@rexguam.com](mailto:edward@rexguam.com)

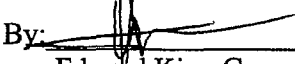
This Notice of Intent to Award is subject to the execution of a written Contract and, as a result, this Notice DOES NOT constitute the formation of a contract between Guahan Academy Charter School and Rex International, Inc., the vendor named above.

  
VICTOR A. PEREZ  
Chairman, Finance & Procurement

  
FE VALENCIA-OVALLES  
Chairwoman, Board of Trustees

REX INTERNATIONAL, INC.

ACCEPTANCE: 

By:   
Edward Kim, General Manager  
Duly Authorized Representative

Date: APRIL 27, 2017

Post Office Box CS  
Hagatna, Guam 96932  
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Mangilao, Guam  
[info.gacsbots@gmail.com](mailto:info.gacsbots@gmail.com)  
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