



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/5 | Facsimile: 671-477-2689
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

March 31, 2025

Dr. Jeffery C. Johnson
Chairman, Guam Public Utilities Commission
Suite 207 GCIC Building
414 West Soledad Avenue
Hagatna, GU 96910



RE: PETITION: IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Hafa Adai Chairman Johnson:

Buenas! On behalf of the Port Authority of Guam (PAG), I submit this petition for the Public Utilities Commission of Guam (PUC) for review and approval of the contract award to BME and Sons, Inc. for the IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project. This request is made pursuant to the guidelines provided under the Administrative Docket Contract Review Protocol, PAG Docket 09-01.

BACKGROUND:

The Port Authority of Guam publicly announced the solicitation for IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project on November 25, 2024 in the Guam Daily Post. A prebid conference was held on December 3, 2024 at the Port's Board Conference Room, followed by site inspections of Warehouse No. 1.

Twenty-Two (22) prospective bidders expressed their interest by registering online and downloading the bid packet from the Port's website. Five (5) bidders submitted their bid packets prior to the established deadline. All bids were opened and read out loud in the presence of the public (bidders).

The bid opening was conducted on February 5, 2025. The results of the bid opening revealed the lowest responsible and responsive bidder was BME and Sons, Inc. with a bid amount submitted at Four Million Eight Hundred Thirty-Seven Thousand Two Hundred Twenty-Three Dollars and Eighteen Cents (\$4,837,223.18). BME and Son's, Inc. has submitted their 100% Performance and 100% Labor and Material Bonding for this project. The period of performance for this contract is Five Hundred and Forty (540) calendar days from the issuance of the Notice to Proceed.

The Ports legal counsel has been involved in every phase of this procurement project and all required documents and notices for procurement over the \$500,000.00 have been filed with the Office of the Attorney General. A sample contract is provided in the IFB solicitation packet and upon PUC approval, the Port's legal counsel will formally finalize the contract agreement between the Port Authority of Guam and BME and Son's, Inc. for full execution.

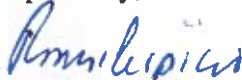
This project is funded with Port Authority of Guam Bond Financing Program. The original government estimate for this project was \$4,215,000.00 with the lowest responsible and responsive bid at \$4,837,223.18, a difference of \$622,223.18.

Letter to Chairman, Public Utilities Commission
RE: PETITION: IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project
March 31, 2025
Page 2

Based on the foregoing, the Port hereby petitions the PUC, pursuant to the Contract Review Protocol for the Port Authority of Guam, to review and approve contract award to BME and Sons, Inc. for the IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project. The PUC's approval to this contract is instrumental to PAG's mission. The timing of the PUC's action is crucial, and we request action by the PUC as expeditiously as possible.

We look forward to working with you and the PUC's consultants on questions or information regarding this matter.

Respectfully,


RORY J. RESPICIO
General Manager

Enclosures: PAG Procurement File
 Board Resolution No. 2025-10

CC: Legal Counsel-Guam PUC



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Executive Summary
IFB-PAG-CIP-024-004
Warehouse No. 1 Maintenance Project

PURPOSE:

Request the Board of Directors to issue a resolution in order to petition the Public Utilities Commission (PUC) for their concurrence, and approval of the contract award to BME and Sons, Inc, for IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project.

BACKGROUND:

The Port Authority of Guam publicly announced the solicitation for IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project on November 25, 2024 in the Guam Daily Post. A prebid conference was held on December 3, 2024, at 10:00am in the Port's Board of Directors conference room, immediately followed by a site inspection of Warehouse No. 1. At the request of potential bidders, a second site visit was offered to all registered bidders and conducted on Tuesday, January 7, 2025 at 10:00am. The bid opening was scheduled and conducted on Wednesday, February 5, 2025 at 2:00pm.

Twenty-Two (22) prospective bidders expressed their interest by registering online and downloading the bid packet from the Port's website. Five (5) bidders submitted their bid packets prior to the established deadline. All bids were opened and read out loud in the presence of the public (bidders).

The results of the bid opening revealed the lowest responsible and responsive bidder was BME and Sons, Inc. with a bid amount submitted at **Four Million Eight Hundred Thirty-Seven Thousand Two Hundred Twenty-Three Dollars and Eighteen Cents (\$4,837,223.18)**. BME and Son's, Inc. has submitted their 100% Performance and 100% Labor and Material Bonding for this project. The period of performance for this contract is Five Hundred and Forty (540) calendar days from the issuance of the Notice to Proceed.

LEGAL REVIEW: The Ports legal counsel has been involved in every phase of this procurement project and all required documents and notices for procurement over the \$500,000.00 have been filed with the Office of the Attorney General. A sample contract is provided in the IFB solicitation packet and upon PUC approval, the Port's legal counsel will formally finalize the contract agreement between the Port Authority of Guam and BME and Son's, Inc. for full execution.

FINANCE REVIEW: This project is funded with Port Authority of Guam Bond Financing Program. The original government estimate for this project was \$4,215,000.00 with the lowest responsible and responsive bid at \$4,837,223.18, a difference of \$622,223.18.

RECOMMENDATION: Management requests the Board of Directors' approval of the resolution, and to petition the Public Utilities Commission for approval of this contract award of IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project. BME and Sons, Inc. has been deemed to have met all the requirements and specifications set forth in the IFB, and is consistent with the Guam Procurement Law and Regulations.

BOARD OF DIRECTORS

Dorothy P. Harris, Chairperson

Conchita S.N. Taitano, Vice Chairperson

Fe R. Valencia-Ovalles, Board Secretary



Resolution No. 2025-10

RELATIVE TO PETITIONING THE PUBLIC UTILITIES COMMISSION (PUC) FOR THE APPROVAL OF THE AWARD TO BME AND SONS, INC. FOR THE WAREHOUSE NO. 1 MAINTENANCE PROJECT.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY OF GUAM:

WHEREAS, the Port Authority of Guam publicly announced the solicitation for IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project on November 25, 2024 in the Guam Daily Post. A prebid conference was held on December 3, 2024 at the Port's Board of Directors conference room, followed by several site inspections of Warehouse No. 1 facility; and

WHEREAS, Twenty-Two (22) prospective bidders expressed their interest by registering online and downloading the bid packet from the Port's website. Five (5) bidders submitted their bid packets prior to the established deadline; and

WHEREAS, on February 5, 2025, the bid opening was conducted. The results of the bid opening revealed the lowest responsible and responsive bidder was BME and Sons, Inc. with a bid amount submitted at Four Million Eight Hundred Thirty-Seven Thousand Two Hundred Twenty-Three Dollars and Eighteen Cents (\$4,837,223.18). BME and Son's, Inc. has submitted their 100% Performance and 100% Labor and Material Bonding for this project. The period of performance for this contract is Five Hundred and Forty (540) calendar days from the issuance of the Notice to Proceed; and

WHEREAS, the Ports Attorney has been involved in every phase of this procurement project and all required documents and notices for procurement over the \$500,000.00 have been filed with the Office of the Attorney General; and

WHEREAS, this project is funded with Port Authority of Guam Bond Financing Program. The original government estimate for this project was \$4,215,000.00 with the lowest responsible and responsive bid at \$4,837,223.18, a difference of \$622,223.18; and

WHEREAS, it is determined that the responsible and responsive bidder for the Warehouse No. 1 Maintenance Project is BME and Sons, Inc. with a price of Four Million Eight Hundred Thirty-Seven Thousand Two Hundred Twenty-Three Dollars and Eighteen Cents (\$4,837,223.18); and

WHEREAS, the Port Authority Board of Directors at its regular meeting of March 27, 2025 approved the contract award to BME and Sons, Inc.; now therefore, be it

RESOLVED, that the Port Authority Board of Directors authorizes Management to petition the Public Utilities Commission (PUC) to review and approve the contract award to BME and Sons, Inc. in accordance with PAG Docket 09-01 Contract Review Protocol for the Port Authority of Guam; and be it further

RESOLVED, that the Chairperson certify to, and the Secretary attest to, the adoption hereof, and that a copy of this resolution be sent to the Public Utilities Commission.

PASSED AND ADOPTED UNANIMOUSLY BY THE BOARD OF DIRECTORS THIS 27th DAY OF MARCH, 2025.

DOROTHY P. HARRIS
CHAIRPERSON, BOARD OF DIRECTORS
PORT AUTHORITY OF GUAM

FE R. VALENCIA-OVALLES
SECRETARY, BOARD OF DIRECTORS
PORT AUTHORITY OF GUAM





ROUTING SLIP
ENGINEERING DIVISION

Port Of Guam
Jose D. Leon Guerrero Commercial Port
SEP 24 2024
Received
Procurement and Supply Division

COPY

Account No.:

Routing Date: 8/27/24

Project No.: WHT Building Maintenance Project

Division	Received Date	Initial	Routing Date	Remarks
Engineer Technician II	8/27/24	[Signature]	8/27/24	
Engineer I	8/28/24	[Signature]	8/28/24	
Engineer II	8/28/24	[Signature]	8/28/24	
Engineer III	8/30/24	[Signature]	8/30/24	change the name of eng manager G-001
CIP Manager	9/4/2024	[Signature]	9/4/2024	concur

Subject: Procurement Package - WHT Bldg. Maintenance Project Dated: 8/27/24

Contractor:

Address:

Project Title:

Project No.:

P.O. No.:

Due to the large size of the Scope of Work, Specifications, and Drawings, an electronic copy can be obtained at the Port Authority of Guam's Procurement Office on the 1st floor of the Port's Administration Building at Cabra's Island, Piti at no charge.

VOLUME 5
SCOPE OF WORK / SPECIFICATIONS / DRAWINGS

SCOPE OF WORK

PROJECT LOCATION:

This project is located at Warehouse 1, Jose D. Leon Guerrero Commercial Port, Piti, Guam.

PROJECT DESCRIPTION:

Warehouse 1 is a 55,000 square foot concrete building that was constructed in 1968. This building is currently occupied by commercial tenants and various PAG departments (Corrosion Control, Riggers, Port Police, Crane Mechanics, etc.)

The project intends to repair the warehouse and address concerns related to life and safety. The scope of work shall include repairing the cracked and spalled concrete that can be seen throughout the structure, replacing/relocating corroded and damaged electrical components, and replacing the existing fire protection system. The project will result with the repair of all known concrete damage, a complete and functional electrical system, and fully functional fire protection system.

Period of Performance (POP):

The awarded contractor has Five Hundred and Forty (540) calendar days to complete this project. The POP includes the time required to complete the scope of work, obtain any necessary materials, permits, and equipment.

General Requirements:

1. Interested contractor must possess a current Electrical, C-13, license. Project must be supervised and be certified by a Master Electrician. Submit proof of current certification;
2. Master electrician shall perform testing and commissioning of all newly installed receptacle outlets and circuit breakers as per National Electrical Code;
3. Regarding work related to the Fire Protection System, contractors interested must possess a current Fire Protection, C-20, license. Project must be supervised and certified by a licensed contractor. Submit proof of current certification;
4. The contractor shall investigate the project sites, verify existing conditions and measurements prior to submitting his or her bid cost proposals. Failure to do so shall not be a cause for additional claims against PAG;
5. The contractor is responsible for examining the workspace, materials, and other conditions that may contain hazardous materials. The contractor is responsible for the proper handling and disposal of hazardous material that is related to the scope of work. The cost associated with the inspection, testing, handling, and disposal of hazardous material will be the responsibility of the contractor;
6. Contractor shall provide all labors, materials, tools and equipment needed to complete the scope of work;
7. PAG will then issue an intent to award based on the lowest responsible/responsive bid. Official notice to proceed (NTP) will be issued to the contractor upon signing the project contract and purchase order;
8. Contractor to submit within 7 days after NTP issuance, the insurance coverage regarding Comprehensive General Liability Policy and Excess Liability Policy of (\$1 Million dollars as a minimum). PAG shall be an additional insured to the policy.

9. Contractor to submit within 10 days after the NTP issuance, a schedule of values, material submittals, submittal status logs, construction schedule, phasing plan, safety plan, AHA, and personnel listing for approval by the PAG Engineering and Safety Divisions.
10. Contractor's personnel assigned to this project are required to have a Transportation Worker Identification Card (TWIC) and attend the mandatory Maritime Security (MARSEC) Level briefing. Contractor to inquire with the Port Police Office regarding these requirements. No work will commence without TWIC cards;
11. Contractor shall be responsible for the daily clean-up of the project site. All construction debris shall be disposed at a designated government approved dumpsite at no cost to PAG.
12. Contractor shall abide by the OSHA regulations, provide safety warning signs, warning lights, barricades within the work area. All workers shall have a proper Personal Protective Equipment (PPE) to be utilized at all times;
13. PAG Engineers and PAG Safety Divisions will conduct daily inspections and/or random checks of the project site.
14. The contractor must obtain a hot work permit prior to conducting any hot work. A hot work permit is needed to do any form of welding, cutting, grinding, chipping, or any spark-producing operations inside the Port's area of responsibility. Hot work permits are issued by Port Police on a daily basis. The contractor should include the cost of obtaining hot work permits before submitting a bid.

Scope of Work;

The contractor shall investigate the project site, verify existing conditions and measurements prior to submitting a bid cost proposal. Failure to do so shall not be a cause for additional claims against PAG.

The contractor must examine the design drawings thoroughly. The contractor shall refer to the design drawings for a complete and more detailed description of works for renovating Warehouse 1 that are not covered in the general scope laid out in the succeeding paragraphs.

The contractor must examine the drawings, field verify all dimensions, elevations, and existing conditions and shall inform the contracting officer of any discrepancy he may find before proceeding with any construction work.

The contractor shall provide adequate traffic control measures inside the PAG compound throughout the duration of the project.

Structural Works

1. Repair cracks and spalls along walls, roof slabs, beams, columns, and other reinforced concrete members of the Warehouse 1 Building. See Cracks and Spalls schedule for the approximate location and size of cracks and spalls. The contractor must note that the location of cracks and spalls indicated in the design drawings are approximate only and is only provided for general guidance. The contractor shall be responsible for verifying the exact locations and quantity requiring cracks or spall repairs. The contractor shall provide a firm **FIXED** price for the volume of spall and crack repair estimated. Additionally, the contractor will need to provide a unit cost for spall and crack repair respectively. Any adjustments in quantity of concrete repairs will be based on the unit costs provided at the start of the project.
2. Demolish and replace existing walls along gridline A between gridline 3 and 5. The new walls shall be cast in place shall follow the designers' details.

3. The new wall along gridline A between gridline 4 and 5 shall have a standard commercial grade aluminum exterior personnel access door. All hardware for the new door shall be stainless steel (hinges, screws, door knob, door stopper, etc.).
4. Repair the concrete curbs around the roof vent openings at Warehouse 1 as required.

Architectural Works

1. Remove and replace two (2) access roof top hatch assemblies. Access ladder and safety cage to remain. New roof hatch shall have an epoxy coating. Minimum of two coats.
2. Remove and replace all metal downspouts, metal straps, and roof drains. Contractor to supply stainless steel straps and supports as shown in the drawing. The downspout shall be supported by clamps from two directions (perpendicular).
3. Demolish and replace existing walls along gridline A between gridline 3 and 5. The new walls shall be cast in place shall follow the designers' details.
4. The new wall along gridline A between gridline 4 and 5 shall have a standard commercial grade aluminum exterior personnel access door. All hardware for the new door shall be stainless steel (hinges, screws, door knob, door stopper, etc.).
5. Remove and refurbish roof vents located over Bay 1, Bay 3, and Bay 14. Once refurbished, roof vents shall receive two coats of epoxy paint prior to being reinstalled.
6. All other roof vents shall be cleaned and receive two coats of epoxy coating, without being removed.
7. Clean and water blast existing roof, underside of roof slab and the interior and exterior building envelope in preparation for painting.
8. Remove and replace damaged backer rod and reinforcing fabric on all roof slab construction joints.
9. Remove existing screws, bolts, clamps, and other hardware not in use on all surfaces prior to paint.
10. Patch holes or damaged concrete from the metal screws, bolts, clamps and other hardware not in use prior to a paint.
11. Apply paint throughout exterior and interior walls, including beams, columns, and ceiling. The contractor shall apply primer and paint in accordance with the manufacturer's instructions (Two Coats of Primer & Two Coats of Paint). The color shall be submitted to the PAG Engineering Division for review and approval.
12. Apply 100% silicone roof coating and provide treatment for all roof joints. The contractor shall apply the silicone roof coating in accordance with the manufacturer's instructions.
13. Apply two coats of epoxy primer and two coats of epoxy finish paint on all roof vents. The color tone shall be reviewed and approved by PAG Engineering.

Fire Protection

1. Remove and replace existing fire sprinkler system, including piping, fittings, pipe supports and other appurtenances for a complete usable system, as identified in the Fire Protection plans.

Note: The existing fire protection system may contain hazardous material, such as lead-based paint. The contractor is responsible for identifying the hazards of the job and must take the necessary actions to complete the scope of work safely. The cost for proper handling, training, and disposal of all hazardous material will be paid for by the contractor at no additional cost to PAG.

2. Provide new fire alarm system for existing building for a complete usable system, as identified in the design drawings.
3. A permit(s) will be required for the new fire protection system. The contractor shall be responsible for obtaining the necessary permit(s) for the new fire protection system. The permit fees and other expenses will be paid for by the contractor at no additional cost to PAG.

Plumbing Works

1. Remove and dispose existing eye wash and shower on rigger area, tenant space and PAG occupied space.
2. Remove and dispose existing 6-inch diameter downspout and siphonic type roof drain.

Note: The existing downspout may contain hazardous material. The contractor is responsible for identifying the hazardous of the job and must take the necessary actions to complete the scope of work safely. The cost for proper handling, training, and disposal of all hazardous material will be paid for by the contractor at no additional cost to PAG.

3. Install new eye wash and shower on each location space affected by removal works.
4. Install new 6-inch diameter downspout and siphonic type roof drain.

Electrical Works

1. Remove and replace electrical panels, transformers, switches, conduits, feeders, power supply, lighting and appurtenances as identified in the electrical plans.
2. The contractor shall provide shop drawings prior to the installation of new electrical components and appurtenances.
3. Provide new power supply complete with cables and conduits for the main feeder, power supply, lightings interior and exterior of the existing building and the new restroom complete usable system as identified in the electrical plans.
4. Relocate all main wiring in the roof and secondary wiring complete with conduits, supports and brackets for a complete functional system.
5. Provide backup power to minimize downtime and coordinate with PAG for all-system shutdown and connection.
6. All materials being removed shall be disposed of properly or as per PAG direction for materials to be dispose or to be surrender to PAG.
7. Restore all areas affected by the removal and installation of electrical works.
8. Refer to electrical plans for complete and more detailed electrical works not covered in this general scope.

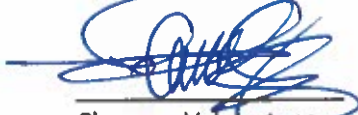
General and Close-out Requirements

1. The contractor must dispose all debris and trash to approved sanitary landfill.
2. All materials removed and demolished shall be contractor's property and disposal of material must be as per approved disposal site.

3. Contractor shall be responsible for the daily clean-up of the project vicinity. All other construction debris shall be disposed to an approved designated government dumpsite at no cost to PAG.
4. Contractor shall request PAG Engineering in writing 24 hours prior to the pre-final and final inspections for any corrections or punch list related items;
5. After correction of all punch lists and approval by the PAG Engineering Division, contractor shall submit its final invoice and shall provide the close-out documents;
6. Close-out documents shall include the certificate of completion, one (1) year warranty for the workmanship and the material utilized, release of claims and liabilities. Submit documents in hard copy and electronic file in PDF format.

**** END OF SCOPE OF WORK ****

Approved By:


Clarence V. Lagutang
CIP/Engineer Manager

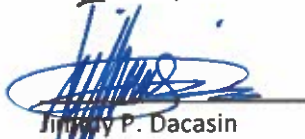
9/4/2024 0910HRS
Date/Time

Reviewed By:


Iremar C. Gutierrez
Engineer III

9/30/24 11:00AM
Date/Time

Prepared By:


Jimmy P. Dacasin
Engineer II

8/28/2024 - 0912H
Date/Time

Prepared By:


Jerome C. Valdez
Engineer I

08.28.24 9:15 AM
Date/Time

Prepared By:


Jacob B. Aquiningoc II
Engineer Technician II

8/27/24 15:00
Date/Time

ATTACHMENTS:

1. SPECIFICATIONS
2. DESIGN DRAWINGS



PORT OF GUAM

ATURIDAT I PUETTON GUAHAN

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Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

INTER-OFFICE MEMORANDUM

TO: General Manager
Via: Procurement & Supply Manager *Jah*
From: CIP Manager
Subject: **Warehouse 1 Building Maintenance Project**

Rec'd 2/27/24
General Manager's Office
Port Authority of Guam
Port Of Guam
Jose D. Leon Guerrero Commercial Port

FEB 28 2024 *PM 2:47*

Received
Procurement and Supply Division

Transmitted for your review are the following documents for the procurement of construction services for Warehouse 1 Building Maintenance:

1. Requisition # 21971-OR and Funding Source Documents (If Federal or Local)
2. Determination of Need
3. Transmittal of Planning Procurement Record to PAG Procurement
4. AG Form 014 - Declaration Re Compliance with 5 GCA § 5150
5. Market Research (N/A for Construction) Analysis and Recommendation
6. Scope of Work (signed by End-User/Division Head/Approved by GM) USB submitted
7. Scope of Work Soft Copy (WORD Format) e-mailed to Procurement
8. Advertisement BPA PDN or Daily Post
9. Communication Log (Includes email copies, Meetings, or any other Correspondence Record)
10. Determination of Construction Contracting Method

Thank you in advance for your continued support in our efforts to secure the procurement of much needed Warehouse 1 Building Maintenance Project.

Should you have any questions or need more information, please feel free to contact me.

Si Ya'os Ma'ase

Clarence V. Lagutang

[] Concur:

Rory J. Respicio

*Scope of Work
copied from USB.*

PM 2/28/24

PORT AUTHORITY OF GUAM
Jose D. Leon Guerrero Commercial Port
CIP/ENGINEERING DIVISION
Piti, Guam 96925

October 19, 2022

10/19/22
Sup 10/20/22
RECEIVED
General Manager's Office
Port Authority of Guam

INTER-OFFICE MEMORANDUM:

TO: General Manager

VIA: Deputy General Manager Operation
Deputy General Manager Admin./Finance

FROM: Engineer Manager *MCT*

SUBJECT: Request of Appropriation Account Number for Warehouse 1 Building Repair

Submitted herewith for your review and approval is to request an Appropriation Account Number for Warehouse 1 Building Repair. This project was approved on the FY-2023 budget. We would like to request for the amount of \$4,215,000.00 for requisition entry which was the cost estimate/proposed amount from Design Consultant NC Macario.

Should you need additional information, please contact Engineering Division office at 671-564-5989.

Concurred by *Jose B. Guevara* 10/19/22 Account Number *C228006.1783.1* → DESIGN/CONSTRUCTION
Jose B. Guevara Financial Affairs Controller
C228006.1782.1 → NON-STOCK
C228006.1781.1 → STOCK
C228006.1771.1 → EQUIPMENT USAGE
JP 10/20/22

☒ APPROVED
☐ DISAPPROVED

Rory J. Respicio
Rory J. Respicio
General Manager, PAG

cc: Engineering/CIP Division
Budget
Supply Management Administrator

20845-OR 10/19/22

**FY-2023
APPROVED BUDGET
CAPITAL IMPROVEMENT PROJECTS**

A.) The following list of projects are currently ongoing or in the planning and design stages. Please note they are not in any order of priority and is Subject to Cash Availability and will go through the processes of being Certified and Approved by the Financial Affairs Controller and the General Manager of the Port Authority of Guam

	Description	Category
	BOND PROJECTS:	
1	Rehabilitation of H-Wharf and Access Road	BOND
2	Golf Pier Repair	BOND
3	Waterline Replacement & Relocation	BOND
4	EQMR Building Repair	BOND
5	Warehouse 1 Building Repair	BOND
6	Repair of F1 Fuel Pier, Repair of F3, F4, F5 and F6 Waterfront, IT System and TOS	BOND
7	Enterprise One Full Upgrade	BOND
8	New Admin Building Construction	BOND
	Internally Funded PAG Projects:	
9	CCTV and ACS Replacement Project (Agat Marina)	PAG
10	Clean Up OWS (Oil/Water Separators) Through Out the Yard	PAG
11	Design Build Agat Marina Bathroom and Showers	PAG
	Federal Funded CIP Projects:	
12	2020 Master Plan Update & Supplemental Support Services	OLDCC
13	PAG Construction Technical Oversight Services	OLDCC
14	F1 to Golf Pier Fuel Connectivity Project	EDA
15	CCTV and ACS Replacement Project	MARAD
16	CCTV and ACS Replacement Project	PSGP
17	IDEN Technology Redundant Interoperable Communications System Monthly Service	PSGP
18	Maintenance and Sustainment Contract for FEMA-acquired AS&E ZBV Backscatter X-Ray Van	PSGP
19	Typhoon Mangkut Public Assistance	FEMA DR 4398



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Lieutenant Governor

July 26, 2023

Determination of Need Warehouse 1 Building Maintenance Project

Warehouse 1 was constructed in 1967-1968 and has a floor area of 54,000 SF. The aging structure is in need of immediate maintenance to ensure the life and safety of all personnel working within and around the building. Concrete cracks and spalls can be seen throughout the building's structural members requiring continuous inspections to remove major falling hazards. Also, structural repair work is required to protect the integrity of the building. Salt penetration is visible on the ceiling, roof, and vertical structural elements. This indicates that water and salt intrusion are occurring constantly. The project will reduce further structural deterioration of the building, but will not prevent future concrete spalling from developing as the building under this scope will not be painted throughout. The project does include silicone roof coating to provide the building with a small amount of protection from the elements. In addition to structural repairs, the electrical and fire protection systems have become a safety hazard due to corrosion/deterioration of vital system components. The full replacement of electrical and fire protection systems is required for the building to be occupied safely. This includes removing and installing a new electrical system and associated components. Similarly, the fire protection system piping, sprinkler heads, etc. needs to be removed and a new system be installed.

Warehouse 1 serves as office and workspace for many PAG employees and tenants. Providing a safe work environment is of utmost importance. This project will address the major life and safety concerns that the aging Warehouse poses.

General Manager
Rory J. Respicio

7/27/23

Date

TRANSMITTAL OF PLANNING PROCUREMENT RECORD TO GSA

Instructions: After ascertaining the statement's accuracy and truthfulness, the agency's (director or head of agency) must sign the Certification below to indicate that the agency has kept and will keep a complete procurement record of all documents required by law as to its planning of the procurement; and is in fact transmitting a full and complete record of the planning of the procurement to GSA in accompaniment with this transmittal form as of the date this form is signed.

Requesting/Using Agency: PORT AUTHORITY OF GUAM – Engineering Division

Re: Warehouse 1 Building Maintenance Project

5 GCA §5249 Record of Procurement Actions

Each procurement officer shall maintain a complete record of each procurement. The record shall include the following:

- (a) the date, time, subject matter and names of participants at any meeting including government employees that is in any way related to a particular procurement;
- (b) a log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer which is in any way related to the procurement;
- (c) sound recordings of all pre-bid conferences; negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement;
- (d) brochures and submittals of potential vendors, manufacturers or contractors, and all drafts, signed and dated by the draftsman, and other papers or materials used in the development of specifications; and
- (e) the requesting agency's determination of need.

5 GCA §5132. Retention of Electronic Mail Correspondences

All incoming and outgoing electronic mail (email) correspondences pertaining to matters related to the procurement of goods and services as governed by this Chapter shall be retained for a period of not less than five (5) years. Such electronic mail (email) correspondences may be used for evidentiary purposes in the appellate procedures contained in this Chapter.

5 GCA § 10102 (d). Definition of Public Records

Public Records includes any writing containing information relating to the conduct of public business prepared, owned, used, or retained by any state or local agency in any format, including in electronic format.

The specifications for this procurement were prepared by: Engineering Division in keeping with the above and all applicable Guam Procurement Laws and Regulations; and, he/she/they have included all records, meeting notes and any other materials in their/its possession in developing the specifications/statement of work/scope of services/technical specification as well as any of the above procurement records items. Additionally, included is the written determination of need of the need the agency for this procurement (signed by director or head of the agency) and if applicable the board or commission minutes of the approval of this procurement. Please include research as to the availability of services, market availability. In the event this procurement is funded in whole or in part with federal funds a copy of the notice of grant award and any required federal terms and conditions or forms.

CERTIFICATION: I hereby certify under penalty of perjury that I am responsible for the planning procurement record and I have caused to be prepared and now transmit a full and complete record of the planning procurement records as required by law. I have obtained the signed verification of all individuals involved as the preparation of the specification that this is a true and accurate statement, and that this transmittal to GSA is complete. I acknowledge that there are continuing responsibilities within the requesting/using agency as to public records related to this procurement and will make sure they are maintained as required above.

Signature: 

Date: 2/27/2024

Print Name: Clarence Lagutang Title: CIP Manager

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, Rory J. Respicio, make this declaration on _____
[print name clearly] [enter today's date]
regarding Procurement No. Requisition# 21971-OR, and do hereby **certify under penalty of perjury** that:
[enter procurement no.]

(1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is [please check one]:

☐ less than \$500,000; or

☒ \$500,000 or more;

(4) If the total estimated cost of the procurement is \$500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;


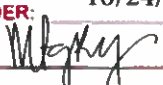
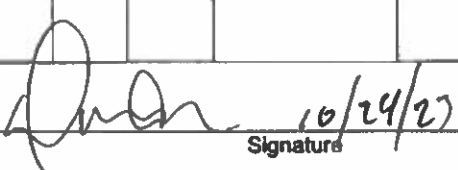
(5) If the total estimated cost of the procurement is \$500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than \$500,000 initially when the procurement is begun, but the total cost increases to \$500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost \$500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost \$500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.



[Declarant's Signature]

FCDN-2-2-166 (APPROVED 10/66) INDICATE METHOD BY NUMBER 03 OTHER CONTRACTUAL SERVICES 04 SUPPLIES & MATERIALS 05 EQUIPMENT XX MISCELLANEOUS		PURCHASE ORDER  PORT AUTHORITY OF GUAM 1026 CABRAS HIGHWAY SUITE 201 PITI, GUAM 96925		PURCHASE ORDER NO: 193020S This number must appear on all packages and papers pertaining to this order. Date: 2023-10-20	
ID #98-0020236					
REQUISITION NUMBER: 00021621 ON			ALLOTMENT:		
TO: S E L L E R	Guam Times, LLC. 388 SO MARINE DRIVE STE 301 Tamuning GU 96913	S H I P T O	Consignee, Destination and Marking PORT AUTHORITY OF GUAM 1026 CABRAS HIGHWAY SUITE 201 PITI, GUAM 96925		
Invitation No.		Contract No.		Time for Delivery	Expiring
Delivery F.O.B.		Shipping Point		Ship Via	
				Discount Terms	
				B.L. NO.	
Line	ARTICLES OR SERVICES	Qty	Unit	Unit Price	Amount
1.000	BLANKET PURCHASE ORDER (BPA) - ISSUED TO COVER THE COST OF ADVERTISEMENTS AND PUBLIC ANNOUNCEMENTS IN LOCAL CIRCULATION. TO BE DRAWN ON AN AS-NEEDED BASIS, COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON SEPTEMBER 30, 2024, OR UPON THE EXHAUSTION OF FUNDS, WHICHEVER OCCURS FIRST. AUTHORITY CODE: 3112.1 ACCT#: 631.8665.ADV DELIVERY: TO BE COORDINATED. AUTHORIZED: STEVEN MUNA 477-5931 x251, PIA CASTRO x253, MARK CABRERA x252, DENISE CALVO x254, TAMARA FLORES x255, KIRIDA CHARFAUROS x256, MARGRET DUENAS x202. ***** NOTHING FOLLOWS *****		LT	.0000	7225.00
1. THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED PURCHASES OR SERVICES. 2. THE CHIEF PROCUREMENT OFFICER WILL CONDUCT AN AUDIT PERIODICALLY TO DETERMINE COMPLIANCE WITH THE GUAM PROCUREMENT LAW. 3. DELIVERY IS TO BE COORDINATED WITH AGENCY AND VENDOR. 4. PLEASE FORWARD "COPIES" OF INVOICES TO PAG PROCUREMENT DIVISION AND GENERAL SERVICES AGENCY. NOTE: AMOUNTS DUE THIS PURCHASE ORDER MAY BE OFF SET FOR MONIES DUE THE GOVERNMENT OF GUAM INCLUSIVE OF BUT NOT LIMITED TO TAXES, FEES, AND RETURNED CHECKS PLUS FEES, INTERESTS OR OTHER DAMAGES, PENALTIES, AND ATTORNEY'S FEES, AFTER FAILURE TO PAY ACCORDING TO LAW.					
Certified Funds Available				TOTAL	7225.00
Authorized Certifying Officer					
ACKNOWLEDGEMENT COPY To: PAG MANAGEMENT DIVISION DATE OF RECEIPT OF ORDER: 10/24/2023 VENDOR SIGNATURE 			 10/24/23 Signature RORY J. RESPICIO, GENERAL MANAGER Name Title		

FCDN-2-2-166 (APPROVED 10/66) INDICATE METHOD BY NUMBER 03 OTHER CONTRACTUAL SERVICES 04 SUPPLIES & MATERIALS 05 EQUIPMENT XX MISCELLANEOUS		PURCHASE ORDER  PORT AUTHORITY OF GUAM 1026 CABRAS HIGHWAY SUITE 201 PITI, GUAM 96925		PURCHASE ORDER NO: 193030S This number must appear on all packages and papers pertaining to this order. Date: 2023-10-20	
ID #98-0020236					
REQUISITION NUMBER: 00021621 ON			ALLOTMENT:		
TO: S E L L E R	Pacific Daily News P . O . Box DN Hagatna GU 96932	S H I P T O	Consignee, Destination and Marking PORT AUTHORITY OF GUAM 1026 CABRAS HIGHWAY SUITE 201 PITI, GUAM 96925		
Invitation No.		Contract No.		Time for Delivery	Expiring
Delivery F.O.B.		Shipping Point		Ship Via	
				Discount Terms	
				B.I. NO.	
Line	ARTICLES OR SERVICES	Qty	Unit	Unit Price	Amount
1.000	BLANKET PURCHASE ORDER (BPA) - ISSUED TO COVER THE COST OF ADVERTISEMENTS AND PUBLIC ANNOUNCEMENTS IN LOCAL CIRCULATION. TO BE DRAWN ON AN AS-NEEDED BASIS, COMMENCING UPON RECEIPT OF PURCHASE ORDER AND EXPIRING ON SEPTEMBER 30, 2024, OR UPON THE EXHAUSTION OF FUNDS, WHICHEVER OCCURS FIRST. AUTHORITY CODE: 3112.1 ACCT#:631.8665.ADV DELIVERY: TO BE COORDINATED. AUTHORIZED: STEVEN MUNA 477-5931 x251, PIA CASTRO x253, MARK CABRERA x252, DENISE CALVO x254, TAMARA FLORES x255, KIRIDA CHARFAUROS x256, MARGRET DUENAS x202. ***** NOTHING FOLLOWS *****		LT	.0000	7225.00
1. THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED PURCHASES OR SERVICES. 2. THE CHIEF PROCUREMENT OFFICER WILL CONDUCT AN AUDIT PERIODICALLY TO DETERMINE COMPLIANCE WITH THE GUAM PROCUREMENT LAW. 3. DELIVERY IS TO BE COORDINATED WITH AGENCY AND VENDOR. 4. PLEASE FORWARD "COPIES" OF INVOICES TO PAG PROCUREMENT DIVISION AND GENERAL SERVICES AGENCY. NOTE: AMOUNTS DUE THIS PURCHASE ORDER MAY BE OFF SET FOR MONIES DUE THE GOVERNMENT OF GUAM INCLUSIVE OF BUT NOT LIMITED TO TAXES, FEES, AND RETURNED CHECKS PLUS FEES, INTERESTS OR OTHER DAMAGES, PENALTIES, AND ATTORNEY'S FEES, AFTER FAILURE TO PAY ACCORDING TO LAW.					
Certified Funds Available				TOTAL	7225.00
Authorized Certifying Officer					
ACKNOWLEDGEMENT COPY To: PAG MANAGEMENT DIVISION DATE OF RECEIPT OF ORDER: <u>10/24/2023</u> VENDOR SIGNATURE  <u>Alejandria Slone</u>			 <u>10/24/23</u> Signature RORY J. RESPICIO, GENERAL MANAGER Name Title		

From: [Alex J. Aflague](#)
To: [Jacob B. Aquiningoc](#)
Cc: [Glenn B. Nelson](#); [Shine A. San Agustin](#); [Clarence V. Lagutang](#); [Iremar C. Gutierrez](#)
Subject: Re: Warehouse 1 Building Maintenance Project
Date: Tuesday, August 15, 2023 12:04:36 PM
Attachments: [Port Authority Official Logo.png](#)

Hi Jacob,

Only concern is the project's scope to install fire sprinklers in load center LC2.

Just making sure it meets all relevant codes. GPA high voltage is in the building and the backup generator has vent openings.

V/r,
Alex

From: "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
To: "Glenn B. Nelson" <gbnelson@portofguam.com>, "Shine A. San Agustin" <sasanagustin@portofguam.com>, "Alex J. Aflague" <ajaflague@portofguam.com>, "Joaquin P. Pangelinan" <jppangelinan@portofguam.com>
Cc: "Clarence V. Lagutang" <cvlagutang@portofguam.com>, "Iremar C. Gutierrez" <icgutierrez@portofguam.com>, "Jerome C. Valdez" <jcvaldez@portofguam.com>, "Justin K. Santos" <jksantos01@portofguam.com>, "Jimmy P. Dacasin" <jpdacasin@portofguam.com>, "Jennifer R. Barcinas" <jrbarcinas@portofguam.com>, "Katrina A. Messer" <kamesser@portofguam.com>, "Victor Q. Duenas" <vqduenas@portofguam.com>
Sent: Wednesday, July 19, 2023 1:29:30 PM
Subject: Warehouse 1 Building Maintenance Project

Hafa Adai All,

Kindly requesting a meeting with your respective divisions, to discuss the above-mentioned project.

PAG CIP/Engineering would like to ensure that the scope of work is well understood prior to putting the project out for Bid.

Meeting Date: 07/20/23
Meeting Time: 2:00 PM
Location: PAG Board Room
Subject: Scope of Work for WH1 Building Maintenance Project.

Respectfully,

Jacob B Aquiningoc II

From: [Jacob B. Aquiningoc](#)
To: [Alex J. Aflague](#)
Cc: [Joaquin P. Pangelinan](#); [Vester G. Lagaras](#); [Glenn B. Nelson](#); [Shine A. San Agustin](#); [Antonio G. Genovana](#); [Engineering](#)
Subject: Re: WH1 Building Maintenance Scope of Work
Date: Thursday, August 3, 2023 2:46:59 PM
Attachments: [Port Authority Official Logo.png](#)
[Port Authority Official Logo.png](#)

Ok.

Will stop by tomorrow with a USB.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915
jbaquiningoc@portofguam.com
(671) 564-5991

From: "Alex J. Aflague" <ajaflague@portofguam.com>
To: "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
Cc: "Joaquin P. Pangelinan" <jppangelinan@portofguam.com>, "Vester G. Lagaras" <vestergl@portofguam.com>, "Glenn B. Nelson" <gbnelson@portofguam.com>, "Shine A. San Agustin" <sasanagustin@portofguam.com>, "Antonio G. Genovana" <aggenovana@portofguam.com>, "Engineering" <engineering-cip@portofguam.com>
Sent: Thursday, August 3, 2023 11:03:49 AM
Subject: Re: WH1 Building Maintenance Scope of Work

Hi Jacob,

Waiting for a copy of the drawings that was at the meeting.

V/r,
Alex

From: "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
To: "Alex J. Aflague" <ajaflague@portofguam.com>, "Joaquin P. Pangelinan" <jppangelinan@portofguam.com>, "Vester G. Lagaras" <vestergl@portofguam.com>, "Glenn B. Nelson" <gbnelson@portofguam.com>, "Shine A. San Agustin" <sasanagustin@portofguam.com>, "Antonio G. Genovana" <aggenovana@portofguam.com>
Cc: "Engineering" <engineering-cip@portofguam.com>
Sent: Wednesday, August 2, 2023 3:44:16 PM
Subject: WH1 Building Maintenance Scope of Work

Hafa Adai All,

Regarding the above-mentioned subject, kindly following up to see if anyone has comments/input on current scope of work.
Thank you.

I can stop by to provide an electronic copy of the drawings if needed.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [Katrina A. Messer](#)
Subject: WH1 Determination of Need
Date: Wednesday, July 26, 2023 1:49:34 PM
Attachments: [Port Authority Official Logo.png](#)
[2023.07.26 Draft Determination of Need - Warehouse 1 Building Maintenance \(3\).docx](#)

Here you go.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [Glenn B. Nelson](#); [Shine A. San Agustin](#); [Alex J. Aflague](#); [Joaquin P. Pangelinan](#)
Cc: [Clarence V. Lagutang](#); [Iremer C. Gutierrez](#); [Jerome C. Valdez](#); [Justin K. Santos](#); [Jimmy P. Dacasin](#); [Jennifer R. Barcinas](#); [Katrina A. Messer](#); [Victor O. Duenas](#)
Subject: Warehouse 1 Building Maintenance Project
Date: Wednesday, July 19, 2023 1:29:30 PM
Attachments: [Port Authority Official Logo.png](#)

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Kindly requesting a meeting with your respective divisions, to discuss the above-mentioned project.

PAG CIP/Engineering would like to ensure that the scope of work is well understood prior to putting the project out for Bid.

Meeting Date: 07/20/23

Meeting Time: 2:00 PM

Location: PAG Board Room

Subject: Scope of Work for WH1 Building Maintenance Project.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [Nemencio Macario](#); [j.cortez](#)
Cc: [Engineering](#); [p.ruedas](#)
Subject: Re: Warehouse 1 Building Maintenance Project
Date: Thursday, May 11, 2023 2:51:45 PM
Attachments: [image002.png](#)
[image003.png](#)
[Port Authority Official Logo.png](#)

Hafa Adai Sir Nem and Sir Jeff,

Yes, PAG intends to make painting an Additive/Optional Bid Item.

The drawings and specifications previously provided are sufficient. Just wanted to let you know so we are all on the same page.
Thanks.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915
jbaquiningoc@portofguam.com
(671) 564-5991

From: "Nemencio Macario" <ncm@ncmacario.com>
To: "j.cortez" <j.cortez@ncmacario.com>, "Jacob Aquiningoc" <jbaquiningoc@portofguam.com>
Cc: "Engineering" <engineering-cip@portofguam.com>, "p.ruedas" <p.ruedas@ncmacario.com>
Sent: Tuesday, May 9, 2023 4:36:34 PM
Subject: RE: Warehouse 1 Building Maintenance Project

Hi Jacob,

How about making painting as an Additive Bid Item, so in case the bid with the line item comes with in budget it can readily be made part of the project.

Regards,
Nem

From: Jeffrey Cortez <j.cortez@ncmacario.com>
Sent: Tuesday, May 9, 2023 14:34
To: Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>
Cc: Engineering <engineering-cip@portofguam.com>; Nemencio Macario <ncm@ncmacario.com>; Paolo Ruedas <p.ruedas@ncmacario.com>
Subject: RE: Warehouse 1 Building Maintenance Project

Hi Jacob,

On the original plans submitted to PAG we included the painting on drawings also specifications for which you can provide to the contractor for pricing as well for construction. Since painting do not involve any life safety issue and no alteration of existing building the painting as well can be itemized as maintenance and can be reflected on as-built drawings for future references. Please let us know if this is acceptable with PAG.

Regards,
Jeffrey M. Cortez
N.C. Macario & Associates
Tel. (671)646-0947/48 Fax. (671)646-0901

From: Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>
Sent: Tuesday, May 9, 2023 4:00 PM
To: Jeffrey Cortez <j.cortez@ncmacario.com>
Cc: Engineering <engineering-cip@portofguam.com>; Nemencio Macario <ncm@ncmacario.com>; Paolo Ruedas <p.ruedas@ncmacario.com>
Subject: Re: Warehouse 1 Building Maintenance Project

Apologies. See attached.

Respectfully,

Jacob B Aquiningoc II
Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: "Jacob Aquiningoc" <jbaquiningoc@portofguam.com>
To: "j cortez" <j.cortez@ncmacario.com>
Cc: "Engineering" <engineering-cip@portofguam.com>, "ncm" <ncm@ncmacario.com>, "p ruedas" <p.ruedas@ncmacario.com>
Sent: Tuesday, May 9, 2023 3:49:50 PM
Subject: Warehouse 1 Building Maintenance Project

Hafa Adai Mr. Jeff,

Kindly informing you of PAGs intent, to add an optional bid item to the WH1 SOW. The optional bid item will allow PAG to paint Warehouse 1 if management chooses to do so.

PAG Engineering plans to use the following: (Please see attached).

- Specifications related to Exterior and Interior Painting
- Revise the current drawings to include the notes related to painting. (Revisions located inside of cloud)

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

From: [Jacob B. Aquiningoc](#)
To: [Jimmy Dacasin](#)
Cc: [Clarence Lagutang](#); [Engineering](#)
Subject: Re: Warehouse 1 Building Maintenance
Date: Thursday, May 4, 2023 9:01:42 AM
Attachments: [Port Authority Official Logo.png](#)
[Port Authority Official Logo.png](#)
[Optiona Bid Item Package.pdf](#)

Hafa Adai Jim,

I did not revise the scope as this is an optional bid item.

What I did do is create a bid schedule that shows the optional bid item and attached the specifications and revised drawings that shows the building is to be painted. Please see attached.

Let me know if there is anything else I should add. As far as I know, the documentation for the current scope of work (drawings, specs, etc.) has already been delivered to procurement.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: "Jimmy Dacasin" <jpdacasin@portofguam.com>
To: "Jacob Aquiningoc" <jbaquiningoc@portofguam.com>
Cc: "Clarence Lagutang" <cvlagutang@portofguam.com>, "Engineering" <engineering-cip@portofguam.com>
Sent: Thursday, May 4, 2023 8:31:14 AM
Subject: Re: Warehouse 1 Building Maintenance

Hi Jacob,

How about the scope of work? Is it specified there for the painting activity? Thanks.

Regards,

Jimmy Dacasin,
Port Authority of Guam
Engineering Division
CP# +1671- 483 -1858
Office# +1671- 564 - 5993

From: "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
To: "Clarence V. Lagutang" <cvlagutang@portofguam.com>
Cc: "Engineering" <engineering-cip@portofguam.com>
Sent: Tuesday, May 2, 2023 1:09:18 PM
Subject: Warehouse 1 Building Maintenance

Hafa Adai Boss,

Providing an update on the WH1 Building Maintenance Project, I pulled the specifications for Interior and Exterior Painting from the original scope. Please see attached.

I am currently reviewing the drawings. From what I noticed so far, the original drawings have notes that indicate the interior and exterior is to be painted. I plan to revise the architectural drawings from the current scope of work and attach as part of the Bid Option.

Steve and Mark are currently on leave, so I should have the changes prepared before they return.

Respectfully,

Jacob B Aquiningoc II
Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915
jbaquiningoc@portofguam.com
(671) 564-5991

From: [Jimmy P. Dacasin](#)
To: [Jacob B. Aquiningoc](#)
Cc: [Clarence V. Lagutang](#); [Engineering](#)
Subject: Re: Warehouse 1 Building Maintenance
Date: Thursday, May 4, 2023 8:31:14 AM
Attachments: [Port Authority Official Logo.png](#)

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Jimmy Dacasin,
Port Authority of Guam
Engineering Division
CP# +1671- 483 -1858
Office# +1671- 564 - 5993

From: "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
To: "Clarence V. Lagutang" <cvlagutang@portofguam.com>
Cc: "Engineering" <engineering-cip@portofguam.com>
Sent: Tuesday, May 2, 2023 1:09:18 PM
Subject: Warehouse 1 Building Maintenance

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Jacob B Aquiningoc II
Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [Clarence V. Lagutang](#)
Cc: [Engineering & CIP](#)
Subject: Warehouse 1 Building Maintenance
Date: Tuesday, May 2, 2023 1:09:18 PM
Attachments: [Port Authority Official Logo.png](#)
[Warehouse 1 Building Maintenance - Exterior Painting Specifications.pdf](#)
[Warehouse 1 Building Maintenance - Interior Painting Specifications.pdf](#)

Hafa Adai Boss,

Providing an update on the WH1 Building Maintenance Project, I pulled the specifications for Interior and Exterior Painting from the original scope. Please see attached.

I am currently reviewing the drawings. From what I noticed so far, the original drawings have notes that indicate the interior and exterior is to be painted. I plan to revise the architectural drawings from the current scope of work and attach as part of the Bid Option.

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Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915
jbaquiningoc@portofguam.com
(671) 564-5991

From: [Brenda Atalig](#)
To: ["Jose G. Javellana"](#); ["Clarence V. Lagutang"](#); ["Jacob B. Aquiningoc"](#); ["Christopher J. Aguon"](#); ["Donna L. Acosta"](#)
Subject: RE: Meeting at 3pm
Date: Tuesday, May 10, 2022 1:42:49 PM

3pm at the PCC is confirmed.

Brenda Ann T. Atalig
Strategic Planning Division
Port Authority of Guam



1026 Cabras Highway, Suite 201
Piti, Guam 96915
Phone: (671) 477-5931-4, ext. 295 Fax: (671) 477-4445
btatalig@portofguam.com
www.portofguam.com

Please consider the environment before printing.

From: Jose G. Javellana [mailto:jgjavellana@portofguam.com]
Sent: Tuesday, May 10, 2022 1:00 PM
To: 'Clarence V. Lagutang' <cvlagutang@portofguam.com>; 'Jacob B. Aquiningoc' <jbaquiningoc@portofguam.com>; Christopher J. Aguon <cjaguon@portofguam.com>; Donna L. Acosta <dlacosta@portofguam.com>; Brenda T. Atalig <btatalig@portofguam.com>
Subject: Meeting at 3pm

Let's meet to discuss WH1 and Area A projects at the PCC.

Brenda please reserve with Fran.

Thank you,
Joe

From: [Iremer C. Gutierrez](#)
To: [Jacob Aquiningoc, II](#)
Cc: [Engineering & CIP](#)
Subject: Re: Re-Bid for Warehouse 1 Building Upgrades
Date: Tuesday, April 11, 2023 12:01:18 PM
Attachments: [Port Authority Official Logo.png](#)
[Port Authority Official Logo.png](#)
[Approved Account Number - C22B006 - WH1 Building Maintenance.pdf](#)
[Determination of Need - WH1 Building Maintenance.pdf](#)

Sir,

In my opinion is Warehouse I Building repair.

Follow the account number.

V/r
iremar

From: "Jacob Aquiningoc, II" <jbaquiningoc@portofguam.com>
To: "Engineering" <engineering-cip@portofguam.com>
Cc: "Steven P. Muna" <spmuna01@portofguam.com>
Sent: Tuesday, April 11, 2023 10:56:23 AM
Subject: Re-Bid for Warehouse 1 Building Upgrades

Hafa Adai Team,

I spoke with Steve this morning and he wanted to clarify the title that should be used for the re-bid of the above-mentioned project. The title must change due to reflect the change in scope and to avoid unnecessary permit requirements.

Based on the documentation that I have for the project; the revised titles include **Warehouse 1 Building Maintenance** or **Warehouse 1 Building Repair**.

Please let me know what title is preferable. Thanks.

Respectfully,

Jacob B Aquiningoc II
Engineering Technician II | Engineering/CIP Division



From: [Jacob B. Aquiningoc](#)
To: [Clarence V. Lagutang](#); [Iremar C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Jerome C. Valdez](#); [Jimmy P. Dacasin](#); [Katrina A. Messer](#); [Masoud Teimoury](#); [Victor O. Duenas](#)
Subject: Warehouse 1 Building Maintenance Project
Date: Wednesday, November 16, 2022 1:53:52 PM
Attachments: [Port Authority Official Logo.png](#)
[Approved Account Number - C22B006 - WH1 Building Maintenance.pdf](#)
[Determination of Need - WH1 Building Maintenance.pdf](#)
[Procurement Planning Meeting Agenda.pdf](#)
[Procurement Transmittal - 11.16.22.pdf](#)

Hafa Adai Team,

Please see attached documents for your reference.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [j.cortez](#)
Cc: [Clarence V. Lagutang](#); [Iremar C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Jerome C. Valdez](#); [Jimmy P. Dacasin](#); [Katrina A. Messer](#); [Mascud Teimoury](#); [Victor O. Duenas](#)
Subject: EQMR and WH1 Building Maintenance Projects.
Date: Thursday, October 20, 2022 1:16:13 PM
Attachments: [Port Authority Official Logo.png](#)

Hafa Adai Mr. Jeff,

I noticed the CAD files for the drawings were not included in the CDs that were provided. Are you able to provide that to us? Thanks.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915
jbaquiningoc@portofguam.com
(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [p.ruedas](#)
Cc: [Nemencio Macario](#); [j.cortez](#); [Iremer Gutierrez](#); [Jimmy Dacasin](#); [Masoud Teimoury](#)
Subject: Re: EQMR and WH1 Building Maintenance Projects.
Date: Monday, October 31, 2022 2:10:39 PM
Attachments: [image001.png](#)
[Port Authority Official Logo.png](#)

Hafa Adai Paolo,

Received. Thank you very much.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



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Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: "p.ruedas" <p.ruedas@ncmacario.com>
To: "Jacob Aquiningoc" <jbaquiningoc@portofguam.com>
Cc: "Nemencio Macario" <ncm@ncmacario.com>, "j.cortez" <j.cortez@ncmacario.com>, "Iremer Gutierrez" <icgutierrez@portofguam.com>, "Jimmy Dacasin" <jpdacasin@portofguam.com>, "Masoud Teimoury" <mteimoury@portofguam.com>
Sent: Monday, October 31, 2022 1:42:26 PM
Subject: RE: EQMR and WH1 Building Maintenance Projects.

Hi Jacob,

Please see link below for the CAD files, as requested.

<https://www.dropbox.com/scl/fo/ke8xmyn2s6luzq2piqsw2/h?dl=0&rlkey=ibekuza9qq7qhbb54xqvd5o14>

Thank you.

Regards,
Paolo Ruedas
N.C. Macario & Associates, Inc.

From: Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>
Sent: Thursday, October 20, 2022 1:16 PM
To: Jeffrey Cortez <j.cortez@ncmacario.com>
Cc: Clarence V. Lagutang <cylagutang@portofguam.com>; Iremar C. Gutierrez <icgutierrez@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>; Jerome C. Valdez <jcvaldez@portofguam.com>; Jimmy P. Dacasin <jpdacasin@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>; Masoud Teimoury <mteimoury@portofguam.com>; Victor Q. Duenas <vqduenas@portofguam.com>
Subject: EQMR and WH1 Building Maintenance Projects.

Hafa Adai Mr. Jeff,

I noticed the CAD files for the drawings were not included in the CDs that were provided. Are you able to provide that to us? Thanks.

Respectfully,

Jacob B Aquiningoc II
Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915
jbaquiningoc@portofguam.com
(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [Katrina A. Messer](#)
Subject: Determination of Need - WH1
Date: Wednesday, October 26, 2022 8:02:50 AM
Attachments: [Port Authority Official Logo.png](#)
[Draft Determination of Need - Warehouse 1 Building Maintenance.docx](#)

Hafa Adai Ms. Katrina

Please see attached.

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [marge](#)
To: ["Rory J. Respicio"; mteimoury@portofguam.com](#)
Cc: ["Dominic G. Muna"; "Luis R. Baza"; "Clarence V. Lagutang"; "Jose G. Javellana"; "Jacob B. Aquiningoc"; "Jimmy P. Dacasin"; "Enrique S. Conde"; "Katrina A. Messer"; "Chris Aguon"; "Jared N. Perez"; "Brenda T. Atalig"; "Annie"; "Dora C. Perez"; spmuna01@portofguam.com](#)
Subject: RE: Warehouse # 1 Cost Reduction
Date: Thursday, May 12, 2022 2:54:36 PM
Attachments: [Warehouse1.zip](#)

Hafa Adai Planning, Engineering & Procurement,

As per the GM, kindly coordinate and begin to put the bid packet together using the cost reduction/reduced SOW based on the attached.

Thank you - marge

From: Rory J. Respicio [mailto:rjrespicio@portofguam.com]
Sent: Wednesday, May 11, 2022 10:25 PM
To: mteimoury@portofguam.com
Cc: Dominic G. Muna <dgmuna@portofguam.com>; Luis R. Baza <lrbaa@portofguam.com>; Clarence V. Lagutang <cvlagutang@portofguam.com>; Jose G. Javellana <jjavellana@portofguam.com>; Jacob B. Aquiningoc <jbquiningoc@portofguam.com>; Jimmy P. Dacasin <jpdacasin@portofguam.com>; Enrique S. Conde <esconde@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>; Margret Duenas <mduenas@portofguam.com>; Chris Aguon <cjaguon@portofguam.com>; Jared N. Perez <jnperez@portofguam.com>; Brenda T. Atalig <btatalig@portofguam.com>
Subject: Re: Warehouse # 1 Cost Reduction

Thanks Masoud. Let's discuss with procurement the possibility of putting this out to Bid, with the reduced scope of work.

Rory J. Respicio | General Manager

Port Authority of Guam
1026 Cabras Highway Suite 201 Piti, Guam 96915
rjrespicio@portofguam.com
(671) 477-5931 Ext. 302/303
www.portofguam.com

On May 11, 2022, at 5:17 PM, Masoud Teimoury
<mteimoury@portofguam.com> wrote:

Dear GM,

The attached PDF includes designer's summary cost estimate, reduced scope cost estimate and its associated breakdown.
the cost reduction was made based on reduction of scope while using the

designer's unit costs and quantities from his cost estimate document for the subject project.

Please note that the requisition was in the amount 1.488 M, Designer's full scope estimate was in the amount of 6.460 M and the reduced scope version to only include the life safety concerns is now at **4.495 M**.

Very Respectfully,

Masoud Teimoury, Ph.D
PE Environmental
PE Civil

From: [Jacob B. Aquiningoc](#)
To: [Jimmy P. Dacasin](#)
Cc: [Duenas, Victor](#); [Clarence V. Lagutang](#); [Enrique S. Conde](#); [Iremar C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Katrina A. Messer](#); [Masoud Teimoury](#)
Subject: Warehouse 1
Date: Wednesday, May 11, 2022 11:02:47 AM
Attachments: [Port Authority Official Logo.png](#)
[Warehouse 1- Cost Estimate Exercise 5.11.22.xlsx](#)

Hafa Adai Jim,

Please see attached excel sheet. I am still working on revising the scope of work, but thanks for helping out with the electrical section.

To my understanding the goal is to reduce the scope to fit with in a budget the port can afford. Roughly 2.5 million

Engineering Division Priorities (as discussed with the boss today)

1. Removal/Demolition of all hazards. (including existing buildings in the warehouse that contain mold and are not structurally safe)
2. Structural (including spall, crack, roof, and any other damages that affect the safety of the building)
3. Electrical (including any electrical hazards)
4. Fire Protection

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Jacob B. Aquiningoc](#)
To: [Masoud Teimoury](#)
Cc: [Clarence V. Lagutang](#); [Enrique S. Conde](#); [Iremar C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Jimmy P. Dacasin](#); [Katrina A. Messer](#)
Subject: Warehouse 1
Date: Wednesday, May 11, 2022 4:58:52 PM
Attachments: [Port Authority Official Logo.png](#)
[Revised Cost Estimate.pdf](#)
[Original Cost Estimate.pdf](#)
[Revised Cost Break Down.pdf](#)

Hafa Adai Team,

Please see attached PDF files of the Cost Estimate for Warehouse 1.

I attached three files

1. Revised Cost Estimate (Indicates what items are included and excluded from the SOW)
2. Revised Cost Break Down (Outline of revised cost estimate)
3. Original Cost Break Down (Outline of original cost estimate from the DOR)

Respectfully,

Jacob B Aquiningoc II

Engineering Technician II | Engineering/CIP Division



1026 Cabras Highway, Suite 201 Piti,
Guam 96915

jbaquiningoc@portofguam.com

(671) 564-5991

From: [Masoud Teimoury](#)
To: [Rory J Respicio](#)
Cc: [Dominic G. Muna](#); [Luis R. Baza](#); [Clarence V. Lagutang](#); [Jose G. Javellana](#); [Jacob B. Aquiningoc](#); [Jimmy P. Dacasin](#); [Enrique S. Conde](#); [Katrina A. Messer](#); [Margaret Duenas](#); [Chris Aguon](#); [Jared N. Perez](#); [Brenda T. Atalig](#)
Subject: Warehouse # 1 Cost Reduction
Date: Wednesday, May 11, 2022 5:17:50 PM
Attachments: [Warehouse 1.zip](#)
Importance: High

Dear GM,

The attached PDF includes designer's summary cost estimate, reduced scope cost estimate and its associated breakdown.
the cost reduction was made based on reduction of scope while using the designer's unit costs and quantities from his cost estimate document for the subject project.
Please note that the requisition was in the amount 1.488 M, Designer's full scope estimate was in the amount of 6.460 M and the reduced scope version to only include the life safety concerns is now at **4.495 M**.

Very Respectfully,

Masoud Teimoury, Ph.D
PE Environmental
PE Civil

From: [Rory J. Respicio](#)
To: mteimoury@portofguam.com
Cc: [Dominic G. Muna](#); [Luis R. Baza](#); [Clarence V. Lagutano](#); [Jose G. Javellana](#); [Jacob B. Aquiningoc](#); [Jimmy P. Dacasin](#); [Enrique S. Conde](#); [Katrina A. Messer](#); [Margret Duenas](#); [Chris Aquon](#); [Jared N. Perez](#); [Brenda T. Atalig](#)
Subject: Re: Warehouse # 1 Cost Reduction
Date: Wednesday, May 11, 2022 10:24:58 PM
Attachments: [Warehouse1.zip](#)

Thanks Masoud. Let's discuss with procurement the possibility of putting this out to Bid, with the reduced scope of work.



Rory J. Respicio | General Manager

Port Authority of Guam
1026 Cabras Highway Suite 201 Piti, Guam 96915
rjrespicio@portofguam.com
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www.portofguam.com

On May 11, 2022, at 5:17 PM, Masoud Teimoury
<mteimoury@portofguam.com> wrote:

Dear GM,

The attached PDF includes designer's summary cost estimate, reduced scope cost estimate and its associated breakdown.
the cost reduction was made based on reduction of scope while using the designer's unit costs and quantities from his cost estimate document for the subject project.

Please note that the requisition was in the amount 1.488 M, Designer's full scope estimate was in the amount of 6.460 M and the reduced scope version to only include the life safety concerns is now at **4.495 M**.

Very Respectfully,

Masoud Teimoury, Ph.D
PE Environmental
PE Civil

From: [Rory J. Respicio](#)
To: [Joe G. Javellana III](#)
Cc: mteimoury@portofguam.com; [Dominic G. Muna](#); [Luis R. Baza](#); [Margret Duenas](#); [Clarence V. Lagutang](#); [Jacob B. Aquiningoc](#)
Subject: Re: Warehouse No. 1 Meeting
Date: Tuesday, May 10, 2022 10:30:00 PM

Dear Joe and Masoud,

I read the discourse and kept thinking that this could have been resolved in a face to face discussion, and could have been prevented if my directives were followed. And, even more concerning is that what we openly discussed for W-1, which is for us to focus only on what we should do at a minimum to prolong this building for the next 3 to 5 years by addressing the health and safety needs to keep the employees safe while working in this building. This is what we have to do because we don't have the financial means and the necessary clearances from SHPO to demolish this 54 year old building.

Marge, please check with Masoud and Joe on when they are available to meet with me and find the time tomorrow for us to meet. It should only take 10 minutes, if we re-focus on what we agreed to do with W-1.

In the meantime, I hope Masoud that you'll be able to finalize the recommendations prepared by Jacob to de-scope based on our earlier conversations.

Have a good evening you two and please don't let any of these stresses prevent your respective divisions from working together. Thank you for including me in this email thread. It was very informative and I appreciate that both of you maintained professionalism and displayed intelligence throughout your back and forth exchange.

Rory



Rory J. Respicio | General Manager

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On May 10, 2022, at 9:42 PM, Joe G. Javellana III
<[jjavellana@portofguam.com](mailto:jgjavellana@portofguam.com)> wrote:

Senor Masoud,

I have better things to do with my time than to have an email discussion with you and as such this is my last response. I have several grants to review that are due to be submitted and I would rather we talk face to face so we can work towards resolution. I do however want to respond to your claims in Blue because I would like to set the record straight with what you shared. My response is in RED:

From: [Joe G. Javellana III](#)
To: mteimoury@portofguam.com
Cc: ["Rory J Respicio"](#); ["Dominic G. Muna"](#); ["Luis R. Baza"](#); ["Margret Duenas"](#); ["Clarence V. Lagutang"](#); ["Jacob B. Aquiningoc"](#)
Subject: RE: Warehouse No. 1 Meeting
Date: Tuesday, May 10, 2022 9:42:00 PM

Senor Masoud,

I have better things to do with my time than to have an email discussion with you and as such this is my last response. I have several grants to review that are due to be submitted and I would rather we talk face to face so we can work towards resolution. I do however want to respond to your claims in Blue because I would like to set the record straight with what you shared. My response is in **RED**:



Joe G. Javellana III

Chief Planner

Port Authority of Guam
1026 Cabras Highway, Ste. 201
Piti, Guam 96925
Tel: (671) 477-5931
Fax: (671) 477-4445
Email: jgjavellana@portofguam.com
Website: www.portofguam.com

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From: Masoud Teimoury <mteimoury@portofguam.com>
Sent: Tuesday, May 10, 2022 6:17 PM
To: Jose G. Javellana <jgjavellana@portofguam.com>
Cc: Rory J Respicio <rjrespicio@portofguam.com>; Dominic G. Muna <dgmuna@portofguam.com>; Luis R. Baza <lrbaza@portofguam.com>; Margret Duenas <mduenas@portofguam.com>; Clarence V. Lagutang <cvlagutang@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>
Subject: Re: Warehouse No. 1 Meeting
Importance: High

Dear Mr. Javellana

The following **response in color blue** is provided to your email received today at 5:20 pm:

As you are well aware, we have been given instruction by the GM to de-scope WH1 for several months now. Since that directive at the Board Room, there was no movement on your

part.

Response: False: The following alternatives were presented in discussion with the GM:

- 1. De-scope warehouse 1 to life and safety concerns merely upgrading the electrical wiring, upgrading of the fire protection system and repair of all structural issues including cracks and spalls;**
- 2. Total demolition of WH1 and replacement of this building with a three story structure to provide parking on the first floor, construct a ramp to access the second and third floor all due to new requirements for flood hazard zones specific to the location;**
- 3. Entire demolition of WH1 and construction of gauge 50 steel railing and supporting piles and tiebacks for the use of proposed new gantry crane to be purchased while utilizing wharf3 for mid-sized commercial container ship mooring.**

Yes, you presented alternatives. However, you were also informed that Warehouse 1 cannot be demolished at this time because of the age of the building. Warehouse 1 was built in 1967-1968 and is over 50 years old (54 to be exact). Due to the "50 year rule" with regards to historic preservation, any structure that is 50 years and older is deemed potentially worthy to be protected from demolition unless approval is granted by the SHPO. That is why a HABS/HAER will be performed on all Port buildings and assets so that we can present to the SHPO the study's findings and recommend for the building (and other structures that qualify) to be demolished.

The alternatives you presented are long term permanent initiatives that are valid but cannot be performed at this time. Taking into consideration service life extension of the building, I recall the GM stating to de-scope the project to address safety and the protection of its occupants and present your findings so that a dollar value can be deduced from your de-scoping task. You say that the Scope is ready but you never presented it to the GM or the Team for review and comment....prior to turning it over to Procurement. You cannot just turn it over to Procurement without the GM's concurrence.

My issue with your not presenting your findings with a dollar value after several months is that it impacts our HMGP WH1 Hardening project which is part of the Scope. We were fortunate that our extension request was approved by FEMA through November 4, 2023.

Proposed Solution:

Finalize and quantify your de-scope findings as soon as possible and present it to the GM for his review and approval.

In addition, you are also aware of the HMGP project that we received from FEMA for the roll up doors and security door.

RESPONSE: If option 1 above is selected the scope is ready to be turned over to procurement.

As stated above, present your new Scope for the GM's review...before you turn in over to Procurement.

When I asked Clarence for the status of the WH1 de-scoping, I was informed that although there was an initial work to identify the project's priorities, there was no movement to present to the GM of your findings. Since I was informed that Clarence and Jacob were assigned to oversee the project, my request to meet was merely to find out where we were with that task so that Planning can marry it with our HMGP grant. Nothing more and nothing less. Because I will be on leave, I wanted to know where we are and how Planning can help move the process.

RESPONSE: It is true that Clarence is assigned to this project, however Jacob is not and has other tasks already assigned to him for completion. The cost of life and safety improvements (wiring, fire protection, structural) exceeds the associated requisition in the amount of \$1.488m, and is approximated at \$3million. Therefore, due to the increase

in cost and withdrawal of the lowest bidder the bid was canceled as you may be aware.

The preliminary de-scoping exercise we performed this afternoon provided positive results worth your review. Per Clarence and Jacob's comments, they were going to present it to you and will work with Jimmy on the de-scoping of some electrical work that may not be required. The exceeded amount is no longer \$3Million. We can continue working with your team to finalize your proposed findings to be presented to the GM.

I have assisted you and your projects and have tried to support you and Engineering in many ways.

RESPONSE: The Engineering Section has always supported you and your section in many ways not just thru technical requirements in support of your grants but also through negotiations, construction inspections and management. The Engineering section is still waiting on the promises you made to procure basic equipment, software and hardware via funding sources such as USDA.

Masoud, Planning supports Engineering and Engineering supports Planning. Even before you started working with the Port, Planning and Engineering has always collaborated in all aspects of grant and project management and have supported each other. In addition, other critical members of the team that have provided support in their respective roles are Finance and Procurement...resulting in the implementation, execution, and completion of almost all CIP projects in the 2013 Master Plan Update.

I never promised you on the equipment that you requested. I said I will help you acquire them through the USDA or other grant funding. Grant funding applications are not 100% guaranteed so there is no way I would make that kind of promise and in addition they have a time period for review and approval. Incidentally, USDA Helene Takemoto will be on island this month (May 18 – 20) to assist us with our application...which by the way included your request.

Lastly, you should take your advise...if you had concerns or issues with me, you should have called me directly and not through email.

RESPONSE: I have tried numerous times speaking with you eventually when speaking does not resolve concerns or issues documentation follows.

Masoud, please don't make any false statements. You have never tried to speak to me about your issues and concerns. I am one of the most easiest person to talk to and my door is always open....just ask anyone at the Port. I cannot read your mind, if you had issues or concerns you should have come to my office and we could have resolved your concerns instead of your practice of documentation through emails.

Again, I am inviting you, talking face to face is more productive than this mode of communication. Let's find resolution to your issues.

Masoud

From: "Jose G. Javellana" <jjavellana@portofguam.com>
To: "Masoud Teimoury" <mteimoury@portofguam.com>
Cc: "Rory J Respicio" <rjrespicio@portofguam.com>, "Dominic G. Muna" <dgmuna@portofguam.com>, "Luis R. Baza" <lrbaza@portofguam.com>, "Margret Duenas" <mduenas@portofguam.com>, "Clarence V. Lagutang"

<cylagutang@portofguam.com>, "Jacob B. Aquiningoc"

<jbaquiningoc@portofguam.com>

Sent: Tuesday, May 10, 2022 5:20:33 PM

Subject: RE: Warehouse No. 1 Meeting

Hi Masoud,

Thank you for your email. I appreciate you voicing your opinion and perception of my asking Clarence and Jacob to meet today. For the record, I meant no disrespect to you when I asked to meet with them. If that was the conclusion you deduced, I apologize for my action.

As you are well aware, we have been given instruction by the GM to de-scope WH1 for several months now. Since that directive at the Board Room, there was no movement on your part. In addition, you are also aware of the HMGP project that we received from FEMA for the roll up doors and security door. This grant award has a period of performance that we were fortunate to have been granted an extension. As the Chief Planner, I have the responsibility to make sure that we carry out the objectives of any grant award and in a timely manner.

When I asked Clarence for the status of the WH1 de-scoping, I was informed that although there was an initial work to identify the project's priorities, there was no movement to present to the GM of your findings. Since I was informed that Clarence and Jacob were assigned to oversee the project, my request to meet was merely to find out where we were with that task so that Planning can marry it with our HMGP grant. Nothing more and nothing less. Because I will be on leave, I wanted to know where we are and how Planning can help move the process.

I don't appreciate your comment that I have done similar in the past. If there was a team player in our organization that steps up to plate, I'm one of them!! I have assisted you and your projects and have tried to support you and Engineering in many ways.

Lastly, you should take your advise...if you had concerns or issues with me, you should have called me directly and not through email.

Joe

BY the way.....the meeting went very well and we were able to quantify the de-scoping exercise that we performed at the PCC. I informed both Clarence and Jacob to share our findings with you for situational awareness and next steps.



Joe G. Javellana III

Chief Planner

Port Authority of Guam

1026 Cabras Highway, Ste. 201

Piti, Guam 96925

Tel: (671) 477-5931

Fax: (671) 477-4445

Email: jjavellana@portofguam.com

Website: www.portofguam.com

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From: Masoud Teimoury <mteimoury@portofguam.com>

Sent: Tuesday, May 10, 2022 4:12 PM

To: Jose G. Javellana <[jjjavellana@portofguam.com](mailto:jgjavellana@portofguam.com)>

Cc: Rory J Respicio <rjrespicio@portofguam.com>; Dominic G. Muna <dgmuna@portofguam.com>; Luis R. Baza <lrbaza@portofguam.com>; Margret Duenas <mduenas@portofguam.com>; Clarence V. Lagutang <cylagutang@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>

Subject: Warehouse No. 1 Meeting

Importance: High

Dear Mr. Javellana,

Couple of days ago, I asked **Clarence only** to look into the status of projects EQMR and Warehouse No.1 during our Divisional Meeting.

Today, you have contacted Clarence plus Jacob Aquiningoc via an e-mail to meet with you regarding the Warehouse No.1 without informing me.

You could have copied me regarding this matter but you chose not to.

You have conducted similar acts in the past and I have chosen not to react negatively.

It is however important for you to realize that your conduct is NOT reflective of a spirit of Teamwork, Cooperation and Professional Courtesy.

Should you have any questions or concerns please do not hesitate to contact me directly.

Very Respectfully,

Masoud Teimoury, PhD
PE Environmental
PE Civil

From: [Clarence V. Lagutang](#)
To: [Jacob B. Aquino](#)
Subject: W1 discussion
Date: Wednesday, May 11, 2022 7:46:08 AM
Attachments: [Warehouse 1- Cost Estimate Exercise1 5.10 edit.xlsx](#)

what we discussed yesterday.

From: [Jose G. Javellana](#)
To: ["Clarence V. Lagutano"](#); ["Jacob B. Aquino"](#); [Christopher J. Aguon](#); [Donna L. Acosta](#); [Brenda T. Atalio](#)
Subject: Meeting at 3pm
Date: Tuesday, May 10, 2022 1:00:10 PM

Let's meet to discuss WH1 and Area A projects at the PCC.

Brenda please reserve with Fran.

Thank you,
Joe

From: [Steven P. Muna](#)
To: [Masoud Teimoury](#); [Enrique S. Conde](#); [Iremer C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Clarence Lagutang](#)
Cc: [Annie](#); [Pia A. Castro](#)
Subject: Bid Status IFB 021-009 Warehouse No. 1 Upgrades
Date: Monday, February 7, 2022 12:05:16 PM
Attachments: [bid status ifb 021-009 WH1 PPBC.pdf](#)

Hafa Adai Team CIP,

As per instructions from our GM, Bid Status notices were sent to all bidders rejecting all bids. Please see attached sample of what was sent to all bidder.

Please feel free to call me if I can be of further assistance.

--

Respectfully,

Steven P. Muna
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2
C. 671-888-7726
email: spmuna01@portofguam.com

From: [Iremar C. Gutierrez](#)
To: [Enrique S. Conde](#)
Cc: [Masoud Teimoury](#); [Victor O. Duenas](#); [Jacob Aquiningoc, II](#); [Katrina A. Messer](#)
Subject: BID ABSTRACT - IFB- PAG- CIP-021-009 WAREHOUSE NO.1 UPGRADES.
Date: Monday, January 3, 2022 1:40:59 PM
Attachments: [BID ABSTRACT - IFB- PAG- CIP-021-009 WAREHOUSE NO.1 UPGRADES..pdf](#)

Sir Rick,
For your files.
V/r
iremar

From: [Masoud Teimoury](#)
To: [Steven P. Muna](#); [Mark A. Cabrera](#)
Cc: [Iremer C. Gutierrez](#); [Enrique S. Conde](#); [Jacob B. Aquiningoc](#); [Victor Q. Duenas](#); [Dominic G. Muna](#); [Luis R. Baza](#); [Annie](#); [Alex J. Afiague](#)
Subject: Final RFI for Warehouse # 1 Building Upgrade Bid
Date: Monday, November 8, 2021 12:45:26 PM
Attachments: [REVISED Warehouse 1 Upgrades Arc Flash Hazard Analysis.docx](#)
[Warehouse 1 Upgrades Short Circuit Studies.docx](#)
[Warehouse 1 Upgrades Coordination Studies.docx](#)
Importance: High

Dear All,

The attached files, are provided by the designer in response to the latest (final) RFI for the subject project.

Please convey the attached responses to all registered contractors at your soonest.

Sincerely,

Masoud Teimoury, PE.
CIP/Engineering Manager

From: "Jeffrey Cortez" <j.cortez@ncmacario.com>
To: "Masoud Teimoury" <mteimoury@portofguam.com>
Cc: "Enrique S. Conde" <esconde@portofguam.com>, "Iremer C. Gutierrez" <icgutierrez@portofguam.com>, "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>, "Victor Q. Duenas" <vqduenas@portofguam.com>, "Dominic G. Muna" <dgmuna@portofguam.com>, "Paolo Ruedas" <p.ruedas@ncmacario.com>, "Nemencio Macario" <ncm@ncmacario.com>
Sent: Monday, November 8, 2021 10:24:26 AM
Subject: RE: Final RFI for Warehouse # 1 Building Upgrade Bid

Sir,

We are pleased to submit the specifications for the short circuit and coordination study.

Regards,
Jeffrey M. Cortez
N.C. Macario & Associates
Tel. (671)646-0947 Fax. (671)646-0901

From: Jeffrey Cortez

From: [Jeffrey Cortez](#)
To: [Enrique S. Conde](#)
Cc: [mteimoury](#); [Iremer C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Victor Duenas](#); [dgmuna](#)
Subject: RE: Final RFI for Warehouse # 1 Building Upgrade Bid
Date: Monday, November 8, 2021 10:12:05 AM

Sir,
Thank you and acknowledged.

Regards,
Jeffrey M. Cortez
N.C. Macario & Associates
Tel. (671)646-0947 Fax. (671)646-0901

From: Enrique S. Conde <esconde@portofguam.com>
Sent: Monday, November 8, 2021 9:31 AM
To: Jeffrey Cortez <j.cortez@ncmacario.com>
Cc: [mteimoury](#) <mteimoury@portofguam.com>; [Iremer C. Gutierrez](#) <icgutierrez@portofguam.com>; [Jacob B. Aquiningoc](#) <jbaquiningoc@portofguam.com>; [Victor Duenas](#) <vqduenas@portofguam.com>; [dgmuna](#) <dgmuna@portofguam.com>
Subject: Re: Final RFI for Warehouse # 1 Building Upgrade Bid

Hi sir Jeff,

Good Morning, The LC-2 transformer is owned by the Port Authority of Guam. It was installed by PAG early this year.

Best Regards,
Rick Conde
PAG Engineering

From: "j cortez" <j.cortez@ncmacario.com>
To: "mteimoury" <mteimoury@portofguam.com>
Cc: "Enrique S. Conde" <esconde@portofguam.com>, "Iremer C. Gutierrez" <icgutierrez@portofguam.com>, "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>, "Victor Duenas" <vqduenas@portofguam.com>, "dgmuna" <dgmuna@portofguam.com>
Sent: Monday, November 8, 2021 8:31:05 AM
Subject: RE: Final RFI for Warehouse # 1 Building Upgrade Bid

Sir,
Prior to us sending over the specifications we want to check if the existing transformer inside LC-2 is owned by GPA or PAG.

Regards,
Jeffrey M. Cortez
N.C. Macario & Associates
Tel. (671)646-0947 Fax. (671)646-0901

From: Masoud Teimoury <mteimoury@portofguam.com>
Sent: Thursday, November 4, 2021 4:01 PM
To: Jeffrey Cortez <j.cortez@ncmacario.com>
Cc: Enrique S. Conde <esconde@portofguam.com>; Iremar C. Gutierrez <icgutierrez@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>; Victor Q. Duenas <vqduenas@portofguam.com>; Dominic G. Muna <dgmuna@portofguam.com>
Subject: Final RFI for Warehouse # 1 Building Upgrade Bid
Importance: High

Senor Jeff Cortez,

The Below request for information has been received regarding the Warehouse 1 Building Upgrade Project.

Please provide response at your earliest preferably by tomorrow (Friday).

"On revised drawings, there's an added note #35, Contractor shall hire the services of professional engineer for short circuit and coordination study and arc flash analysis. Make adjustments on protective devices as necessary.

Can we request specification for clarification."

Very Respectfully,

Masoud Teimoury, PhD
PE Environmental
PE Civil
PAG CIP/Engineering Manager

1026 Cabras Highway, Suite 201
Piti, Guam 96915
Email: mteimoury@portofguam.com
Phone: (671) 477-5931/5

From: [Jeffrey Cortez](#)
To: mteimoury@portofguam.com
Cc: [Enrique S. Conde](#); [Iremar C. Gutierrez](#); [Jacob B. Aquiningoc](#); [Victor Q. Duenas](#); [Dominic G. Muna](#); [Paolo Ruedas](#); [Nemencio Macario](#)
Subject: RE: Final RFI for Warehouse # 1 Building Upgrade Bid
Date: Thursday, November 4, 2021 4:03:26 PM

Sir,

Acknowledged receiving the RFI below and we will send it over to our electrical consultant.

Regards,

Jeffrey M. Cortez

N.C. Macario & Associates

Tel. (671)646-0947 Fax. (671)646-0901

From: Masoud Teimoury <mteimoury@portofguam.com>
Sent: Thursday, November 4, 2021 4:01 PM
To: Jeffrey Cortez <j.cortez@ncmacario.com>
Cc: Enrique S. Conde <esconde@portofguam.com>; Iremar C. Gutierrez <icgutierrez@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>; Victor Q. Duenas <vqduenas@portofguam.com>; Dominic G. Muna <dgmuna@portofguam.com>
Subject: Final RFI for Warehouse # 1 Building Upgrade Bid
Importance: High

Senor Jeff Cortez,

The Below request for information has been received regarding the Warehouse 1 Building Upgrade Project.

Please provide response at your earliest preferably by tomorrow (Friday).

"On revised drawings, there's an added note #35, Contractor shall hire the services of professional engineer for short circuit and coordination study and arc flash analysis. Make adjustments on protective devices as necessary.

Can we request specification for clarification."

Very Respectfully,

Masoud Teimoury, PhD
PE Environmental
PE Civil
PAG CIP/Engineering Manager

1026 Cabras Highway, Suite 201
Piti, Guam 96915
Email: mteimoury@portofguam.com
Phone: (671) 477-5931/5
Cellular: (671) 888-8081

<https://www.portofguam.com>



MEMORANDUM TO PROCUREMENT RECORD

DATE: February 19, 2024
FROM: CIP Manager , PAG
TO: PAG General Manager/Procurement Officer
RE: Requisition #21971-OR Procurement of Construction Services for the Warehouse 1 Building Maintenance Project

DETERMINATION OF CONSTRUCTION CONTRACTING METHOD

1. This Determination of Construction Contracting Method is issued by the Port Authority of Guam (PAG) pursuant to 2 GAR, Div. 4, § 5102(4)(d) which requires a written determination to describe the construction contracting method chosen and set forth the facts and conclusions which led to the selection of that method.

2. Before initiating this construction project, consideration was given to the factors required for selecting a construction contracting method under Guam's Procurement Rules. Factors considered were:

- (1) when the project must be ready to be occupied;
- (2) the type of project - for example, housing, offices, or heavy or specialized construction such as highway or water treatment;
- (3) the extent to which the territory's requirements and the ways in which they are to be met are known;
- (4) the location of the project and whether a contractor's site may be used; and
- (5) the size, scope, complexity, and economics of the project.
- (6) governmental resources, including the amount and type of financing available, whether the budget is fixed or flexible, and the source of the funding;
- (7) a realistic appraisal of the availability, qualifications, and experienced territorial personnel can bring to the project and, of equal importance, how much time such personnel can devote to the project; and
- (8) the characteristics, experience, and availability of the contractors who can work on the project.

3. Before initiating this construction project, consideration was also given to leasing or buying existing building space as well as to constructing new space. Factors considered in choosing between these three alternatives included:

- (1) whether the territory's requirements will be continuing or temporary;
- (2) the need for territorial control over the building;
- (3) the adequacy of available space to fit territorial needs;
- (4) to the extent they are reasonably known or ascertainable, the life-cycle costs associated with leasing, buying, or building;
- (5) which method can most timely meet and continue to meet territorial requirements;
- (6) the need to physically separate and distinguish territory facilities from private facilities;

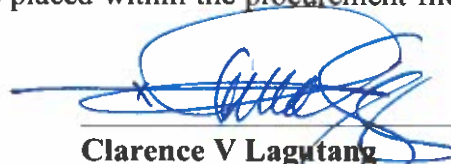
- (7) the dislocation of existing tenants, both commercial and residential, that may result; and
- (8) environmental effects.

It was determined that these considerations are inapplicable to this construction project, as the project only involves repair and renovation of existing structures

4. It is in the best interest of the PAG, pursuant to 2 GAR, Div. 4 § 5102(3)(b),(c), (d), (e), (f), and (g), to use the Single Prime Contractor construction contracting method to work with the PAG to timely to complete the entire construction project in accordance with the plans and specifications which have been prepared In-House by PAG Engineering Division

5. Construction progress and inspection will be overseen by PAG Engineering Division. Review and approval will include, but not limited to material cut sheets and catalogs, material submittals and invoices. The PAG's designated representative will assist in the final inspection and acceptance of the project by the PAG.

I have caused this determination to be placed within the procurement file for solicitation Requisition #21971-OR.


Clarence V Lagutang
CIP Manager, PAG

☐ APPROVED

☒ DISAPPROVED


Rory J. Respicio
General Manager/Procurement Officer, PAG



MEMORANDUM TO PROCUREMENT RECORD

DATE: February 19, 2024
FROM: CIP Manager , PAG
TO: PAG General Manager/Procurement Officer
RE: Requisition #21971-OR Procurement of Construction Services for the Warehouse 1 Building Maintenance Project

DETERMINATION OF CONSTRUCTION CONTRACTING METHOD

1. This Determination of Construction Contracting Method is issued by the Port Authority of Guam (PAG) pursuant to 2 GAR, Div. 4, § 5102(4)(d) which requires a written determination to describe the construction contracting method chosen and set forth the facts and conclusions which led to the selection of that method.

2. Before initiating this construction project, consideration was given to the factors required for selecting a construction contracting method under Guam's Procurement Rules. Factors considered were:

- (1) when the project must be ready to be occupied;
- (2) the type of project - for example, housing, offices, or heavy or specialized construction such as highway or water treatment;
- (3) the extent to which the territory's requirements and the ways in which they are to be met are known;
- (4) the location of the project and whether a contractor's site may be used; and
- (5) the size, scope, complexity, and economics of the project.
- (6) governmental resources, including the amount and type of financing available, whether the budget is fixed or flexible, and the source of the funding;
- (7) a realistic appraisal of the availability, qualifications, and experienced territorial personnel can bring to the project and, of equal importance, how much time such personnel can devote to the project; and
- (8) the characteristics, experience, and availability of the contractors who can work on the project.

3. Before initiating this construction project, consideration was also given to leasing or buying existing building space as well as to constructing new space. Factors considered in choosing between these three alternatives included:

- (1) whether the territory's requirements will be continuing or temporary;
- (2) the need for territorial control over the building;
- (3) the adequacy of available space to fit territorial needs;
- (4) to the extent they are reasonably known or ascertainable, the life-cycle costs associated with leasing, buying, or building;
- (5) which method can most timely meet and continue to meet territorial requirements;
- (6) the need to physically separate and distinguish territory facilities from private facilities;

- (7) the dislocation of existing tenants, both commercial and residential, that may result; and
- (8) environmental effects.

It was determined that these considerations are inapplicable to this construction project, as the project only involves repair and renovation of existing structures

4. It is in the best interest of the PAG, pursuant to 2 GAR, Div. 4 § 5102(3)(b),(c), (d), (e), (f), and (g), to use the Single Prime Contractor construction contracting method to work with the PAG to timely to complete the entire construction project in accordance with the plans and specifications which have been prepared In-House by PAG Engineering Division

5. Construction progress and inspection will be overseen by PAG Engineering Division. Review and approval will include, but not limited to material cut sheets and catalogs, material submittals and invoices. The PAG's designated representative will assist in the final inspection and acceptance of the project by the PAG.

I have caused this determination to be placed within the procurement file for solicitation Requisition #21971-OR.


Clarence V Lagutang
CIP Manager, PAG

☐ APPROVED

☒ DISAPPROVED


Rory J. Respicio
General Manager/Procurement Officer, PAG



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

DETERMINATION RE: MULTI-TERM FOR CONTRACT FOR CONSTRUCTION

MEMORANDUM

TO: Procurement Record
FROM: Rory J. Respicio, General Manager
DATE: November 5, 2024
RE: Invitation for Bid re: IFB-CIP 024-004 Warehouse No. 1 Maintenance Project
SUBJECT: Determination regarding Multi-Term contracts made pursuant to 5 GCA §5327(b)

STATEMENT OF FINDINGS:

1. The Procurement Law provides at 5 GCA § 5327(b) that prior to using a multi-term contract, the government must make a written determination: (a) that the estimated requirements cover the period of the contract; and (b) that such contract serves the best interest of Guam by encouraging competition or by promoting economy in government procurement.
2. The Port Authority of Guam (PAG) has identified funds via the Bond Market, and therefore this project will be funded thru Port Local Funds (Bond Funds). It is also determined that it will take an estimated 540 days to complete this project and therefore completion shall be more than one single Fiscal Year.
3. The PAG encourages competition for these construction services and finds that by doing so shall provide for better economy for the Government of Guam. These services are potentially reimbursable through the Federal Emergency Management Administration making this an urgent Procurement to meet the FEMA deadline.



RORY J. RESPICIO
General Manager



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

DETERMINATION TO USE INSTALLMENT PAYMENTS

MEMORANDUM

TO: Procurement Record
FROM: Rory J. Respicio, General Manager
DATE: November 5, 2024
RE: IFB No. PAG-CIP-24-004 re: Warehouse No. 1 Maintenance Project
SUBJECT: Determination to Use Installment Payments

STATEMENT OF FINDINGS:

1. This Determination for Installment Payments is issued pursuant to 2 GARR, Div. 4, § 3106, which requires written determination when a proposed contract solicitation will allow installment payments. This will be paid in phases of completion of project during the duration of the term of the contract.

2. It is in Port Authority of Guam's best interest to offer progressive installment payments for this particular project. This type of payment is offered to achieve economy and not to avoid budgetary restraints. The General Manager has ensured that statutory or other prohibitions are not violated by use of installment provisions and that all budgetary, funding, or other required prior approvals are obtained.

I have caused this determination to be placed within the procurement file for solicitation IFB No. PAG-CIP-024-004

Rory J. Respicio, Procurement Officer/
General Manager



PORT OF GUAM

ATURIDAT / PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96915

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

COPY

March 4, 2025

The Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division
Office of the Attorney General of Guam
590 S. Marine Corps Dr., Suite 901
Tamuning, Guam 96913

Re: Notification of Awarding and Contracting for IFB-PAG-024-004 Warehouse 1
Maintenance Project

Hafa Adai Attorney General Moylan,

This letter is to inform you that the Port Authority of Guam ("PAG") is currently ready to award and contract for this acquisition. Therefore, the PAG hereby provides this formal notification. Should you have any questions, or should you like to request any documents, please contact this office.

Respectfully,

RORY J. RESPICIO
General Manager

RECEIVED
3/6/25 1020
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
Caroline Panaguiton



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

COPY

March 4, 2025

The Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division
Office of the Attorney General of Guam
590 S. Marine Corps Dr., Suite 901
Tamuning, Guam 96913

Re: Notification of Awarding and Contracting for IFB-PAG-024-004 Warehouse 1
Maintenance Project

Hafa Adai Attorney General Moylan,

This letter is to inform you that the Port Authority of Guam ("PAG") is currently ready to award and contract for this acquisition. Therefore, the PAG hereby provides this formal notification. Should you have any questions, or should you like to request any documents, please contact this office.

Respectfully,

RORY J. RESPICIO
General Manager

PROCUREMENT DIVISION			FY25 ROUTING # <u>073</u>
Procurement Staff: <u>Annie Sablan</u>			Proc. Received Date: _____
Date Out: <u>3/4/2025</u> Time: <u>12:30pm</u>			Initial/Time: _____ / _____
Division	Initials	Date	Notes
Procurement Division	<i>MS</i>	3/4/2025	
DGM, Admin & Finance	<i>pm</i>	2/5/25	
DGM, Operations	<i>or</i>	2/5/25	
General Manager – (signature)	<i>ms</i>	3/5/25	
SUBJECT: IFB-PAG-024-004 Notification and Contracting for Warehouse 1 Maintenance Project			
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> GM SIGNATURE <input checked="" type="checkbox"/> PLEASE RETURN TO PROCUREMENT			



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

February 11, 2025

The Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division
Office of the Attorney General of Guam
590 S. Marine Corps Dr., Suite 901
Tamuning, Guam 96913

Re: Notification of Evaluations for IFB-PAG-024-004 Warehouse No. 1 Maintenance Project

Hafa Adai Attorney General Moylan,

This letter is to inform you that the Port Authority of Guam ("PAG") is currently ready to begin the evaluation of submissions for this acquisition. Therefore, the PAG hereby provides this formal notification. Should you have any questions, or should you like to request any documents, please contact this office.

Respectfully,


RORY J. RESPICIO
General Manager



PORT AUTHORITY OF GUAM

General Administration System

COURIER SERVICE REQUEST FORM

Type:

☐

Urgent

☒

Regular

☐

Other

Delivery:

☒

Pick-up

☐

Sign/Date Receive:

Adifson Namelo 02/13/25 10:29 am

Sign/Date Pick-up:

Division: Procurement

Date: Feb 13, 2025

Requested by: Pia Castro

Desitnation: AG's Office

Subject Matter: Notification to AGO re Notice of Evaluations

Special Instructions: Ref: WH1 Maintenance Project

RECEIVED
02/13/2025 10:29 am
OFFICE OF THE ATTORNEY GENERAL
COURT REPORTER
DN

PROCUREMENT DIVISION

FY25 ROUTING # 063

Procurement Staff: <u>Annie Sablan</u>	Proc. Received Date: _____
Date Out: <u>2/11/2025</u> Time: <u>11:06am</u>	Initial/Time: _____/_____

Division	Initials	Date	Notes
Procurement Division	M/S	2/11/2025	
DGM - Admin/Finance	Pu	2/12/25	
General Manager - (signature)	<u>[Signature]</u>		

SUBJECT: Notification of Evaluations for IFB-PAG-024-004

IFB/PAG-CIP-024-004 Warehouse #1 Maint. Project

[X] URGENT

[X] GM SIGNATURE

[X] PLEASE RETURN TO PROCUREMENT



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
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Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

COPY

November 15, 2024

The Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division
Office of the Attorney General of Guam
590 S. Marine Corps Dr., Suite 901
Tamuning, Guam 96913

Re: Notification of Solicitation and Bidding for IFB-PAG-024-004 Warehouse No. 1
Maintenance Project

Hafa Adai Attorney General Moylan,

This letter is to inform you that the Port of Guam ("Port") is currently ready to begin solicitation and bidding for this acquisition. Therefore, the Port hereby provides this formal notification. Should you have any questions, or should you like to request any documents, please contact this office.

Respectfully,

RORY J. RESPICIO
General Manager



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
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Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

TRANSMITTAL

April 24, 2024

TO: Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division

FROM: Rory J. Respicio
General Manager

SUBJECT: Notification of Procurement over \$500,000 and Notification of Planning and Drafting for
Project No.: IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project

Transmitted herewith is the following:

- Notification of Procurement (Original document)
- AG Form 014 (Original document)
- Notification of Planning and Drafting (Original document)



Acknowledgement Receipt:

Name:	_____
Date:	_____
Time:	_____

RECEIVED
4/25/24 11:35 AM
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION

[Signature]



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com

COPY



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

April 19, 2024

The Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division
Office of the Attorney General of Guam
590 S. Marine Corps Dr., Suite 901
Tamuning, Guam 96913

Re: Notification of Procurement Over \$500,000 for IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project.

Hafa Adai Attorney General Moylan,

This letter is to inform you that the Port of Guam ("Port") has initiated an Invitation for Bid ("IFB"), Project Number IFB-PAG-CIP-024-004, and the estimated cost of maintenance and repairs is between \$4.3M dollars. Thus, pursuant to 5 GCA § 5150, the Port hereby makes this formal notification for the above-referenced IFB to the Office of the Attorney General ("OAG").

The purpose of this IFB is to provide a safe, secure and efficient working environment for all who work in and around Warehouse No. 1 as this building is over 40 years old and exposed to the harsh environmental elements in our industry and in its current location. This project was also originally identified in our Bond financing portfolio as a CIP project.

The cost of this acquisition is currently estimated between \$4.3M dollars and will be funded with local Port funds borrowed from the Bond Market.

The Port is currently ready to begin the first phase of this acquisition. Therefore, the Port hereby provides this formal notification of the procurement, along with submission of AG Form 014. Should you have any questions, or should you like to request any documents, please contact this office.

Respectfully,

RORY J. RESPICIO
General Manager

Enclosure: AG Form 014

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, RORY J. RESPICIO, make this declaration on 4/25/24
[print name clearly] [enter today's date]
regarding Procurement No. IFB-PAG-CIP-24-004, and do hereby **certify under penalty of perjury** that:
[enter procurement no.]

(1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is *[please check one]*:

☐ less than \$500,000; or

☒ \$500,000 or more;

(4) If the total estimated cost of the procurement is \$500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is \$500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than \$500,000 initially when the procurement is begun, but the total cost increases to \$500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost \$500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost \$500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.


Rory J. Respicio, General Manager
[Declarant's Signature]



PORT OF GUAM

ATURIDAT I PUETTON GUAHAN

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April 19, 2024

The Honorable Douglas B. Moylan
Attorney General of Guam
Attn: Civil Division
Office of the Attorney General of Guam
590 S. Marine Corps Dr., Suite 901
Tamuning, Guam 96913

Re: Notification of Planning and Drafting for IFB-PAG-CIP-024-004 Warehouse No. 1
Maintenance Project.

Hafa Adai Attorney General Moylan,

This letter is to inform you that the Port of Guam ("Port") is currently ready to begin planning and drafting for this acquisition. Therefore, the Port hereby provides this formal notification. Should you have any questions, or should you like to request any documents, please contact this office.

Respectfully,

RORY J. RESPICIO
General Manager



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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

INVITATION FOR BID No. IFB-PAG-CIP-024-004 **WAREHOUSE No. 1 MAINTENANCE PROJECT**

The Port Authority of Guam (PAG), a public corporation and autonomous agency of the Government of Guam, will receive sealed bids for the **WAREHOUSE No. 1 MAINTENANCE PROJECT**.

Invitation for Bid (IFB) packets may be picked up at the PAG Procurement Office on the 1st floor of the Administration building Monday through Friday, 8:00am to 5:00pm. The IFB is available at: <https://portofguam.com/bids-and-rfps>, where bidders can register and download an electronic copy in PDF, at no cost. Due to the large size of the Scope of Work, Specifications, and Drawings, an electronic copy can be obtained at the Port Authority of Guam's Procurement Office on the 1st floor of the PAG Administration Building, at no charge.

A **PRE-BID MEETING** will be held in the PAG Board of Directors conference room on **TUESDAY, DECEMBER 3, 2024 at 10:00 A.M., Chamorro Standard time (Guam Time)**. A site visit of the project location will immediately follow. To enter the PAG compound, a valid government ID is required 24-hours prior to the site visit. Photo ID must be sent via email to spmuna01@portofguam.com, pacastro@portofguam.com and pagprocurement@portofguam.com. Attendees are encouraged to bring personal safety equipment (hard hat, safety vest, closed toe shoes, etc.). All bidders are encouraged to attend. Site visit is not mandatory.

QUESTIONS & CONCERNS (Q&C) deadline is **FRIDAY, DECEMBER 13, 2024 at 5:00pm, (Chamorro Standard Time) Guam Time**. All questions and concerns will be submitted to the PAG and addressed to Mr. Rory J. Respicio, General Manager at rjrespicio@portofguam.com, and a copy sent to the following e-mail addresses: spmuna01@portofguam.com, and pagprocurement@portofguam.com.

BID SUBMITTALS will be received, on or before **FRIDAY, JANUARY 3, 2025 2:00 P.M., Chamorro Standard Time (Guam Time)**, at the Procurement office, located on the 1st Floor of the PAG Administration building. Immediately following the deadline, all bids will be publicly opened and read aloud in the PAG Board of Directors conference room. Late bid submittals **will not** be considered.

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The PAG reserves the right, in its sole and absolute discretion, to reject any and all bids, cancel in its entirety, or waive informalities and minor irregularities in the IFB, which in its sole and absolute judgment, will under all circumstances best serve the Government's interests. This right to reject and/or cancel is pursuant to 2 GAR Div. 4 Procurement Regulations § 3115 (d)(2)(A). This project is funded by the Port Authority of Guam.

For more information, contact Mr. Steven P. Muna, Contract Administrator at 477-5931/2 ext. 251 or via email: spmuna01@portofguam.com, algsablan@portofguam.com, and pagprocurement@portofguam.com.


RORY J. RESPICIO
General Manager

Funding for this Advertisement and Project is paid with Government funds: PORT AUTHORITY OF GUAM

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

KWM Corporation DBA: N/A

has applied for a Class 3 (Three) Wholesale Alcoholic Beverage License said premises being marked as Lot 5106-1 East-West Business Center 744 N. Marine Corps. Dr. Tamuning Suite B113 Tumon, Tamuning, Harmon



PORT OF GUAM
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Loures A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

The Port Authority of Guam Board of Directors will hold its regular meeting on
Wednesday, November 27, 2024 at 3:00 p.m.
Meeting will be held virtually. To view, visit: <http://www.portofguam.com/live> or
<https://www.facebook.com/portofguam/>

Agenda: I. Call to Order; II. Approval of Minutes October 31, 2024 Regular Board Meeting; III. Public Comments; IV. General Managers Report; V. Old Business: 1. Request for creation of position of an Equipment Maintenance Manager (motion to proceed with the transparency and disclosure processes as outlined in Section 6303(d) of Title 4, Guam Code Annotated and Rule 5.015 of the Port's Personnel Rules and Regulations.); VI. New Business: 1. Adoption of Board Resolution No. 2024-17 relative to authorizing retroactive approval of FY2024 budget expenditures and proactively applying same authorization for budget ceiling adjustment for FY2025. 2. Adoption of Board Resolution No. 2024-18 relative to adopting the zero-emission and zero waste (ZEZW) resiliency and sustainability goals developed by Jacobs and WSP USA Inc. for the Port of Guam and integrating these goals and objectives into the sustainability component of the 2023 Master Plan for the Port Authority of Guam; VII. Adjournment.

For any assistance/access or individuals with disabilities who may need special accommodations, please call 671 477 5931, ext. 201202 or mduenas@portofguam.com.

This ad paid for by PAG



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ATUNDAI PUETTON GUAHAN
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Loures A. Leon Guerrero
Governor of Guam
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INVITATION FOR BID No. IFB-PAG-CIP-024-004 WAREHOUSE No. 1 MAINTENANCE PROJECT

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A **PRE-BID MEETING** will be held in the PAG Board of Directors conference room on **TUESDAY, DECEMBER 3, 2024 at 10:00 A.M., Chamorro Standard Time (Guam Time)**. A site visit of the project location will immediately follow. To enter the PAG compound, a valid government ID is required 24-hours prior to the site visit. Photo ID must be sent via email to spmun01@portofguam.com, pacastr0@portofguam.com, and pagprocurement@portofguam.com. Attendees are encouraged to bring personal safety equipment (hard hat, safety vest, closed toe shoes, etc.). All bidders are encouraged to attend. Site visit is not mandatory.

QUESTIONS & CONCERNS (Q&C) deadline is **FRIDAY, DECEMBER 13, 2024 at 5:00pm**. (Chamorro Standard Time) Guam Time. All questions and concerns will be submitted to the PAG and addressed to Mr. Rory J. Respcio, General Manager at rjrespcio@portofguam.com, and a copy sent to the following e-mail addresses: spmun01@portofguam.com, and pagprocurement@portofguam.com.

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For more information, contact Mr. Steven P. Muna, Contract Administrator at 477-5931/2 ext. 251 or via email: spmun01@portofguam.com, algablan@portofguam.com, and pagprocurement@portofguam.com.

/s/ RORY J. RESPCIO
General Manager

MAYORS' COUNCIL OF GUAM

The Mayors' Council of Guam will hold a Regular Meeting on
Wednesday, December 4, 2024 at 10:00AM at the Mayors' Council of Guam
Conference Room, Bldg. F, 2nd Floor, in the J&G Commercial Center, Hagåtña.

AGENDA

- | | |
|---|-------------------------------|
| I. Call to Order | A. Boards and Commissions |
| II. Roll Call | B. Standing Committees |
| III. National Anthem Guam Hymn | IX. Unfinished Business |
| IV. Guest Speakers | A. UOG Capstone Project |
| A. Keanno Fausto, John Borja, Jonelle Sayama, Dr. Romina King - University of Guam Drone Corps (NGSG / NGE) | B. Christmas Event |
| V. Approval of November Minutes | X. New Business |
| VI. Approval of Treasurer's Report | A. Inauguration Ceremony |
| VII. Executive Director's Report | B. Proposed MCOG Omnibus Bill |
| VIII. Committee Reports | XI. Announcements |
| | XII. Adjournment |

Join Zoom Meeting :

<https://us02web.zoom.us/j/82405783267?pwd=Bl3Rpq90mb7z1sk1NtejnbsfgN3Ex.1>

Meeting ID: 824 0578 3267 Passcode: 131198

This meeting will be live-streamed on the Mayors' Council of Guam YouTube channel. Individuals requiring special accommodations may contact Beatrice "Bing" Cruz at E-mail: mcogadmin@teleguam.net or call (671) 472-6940.

This ad was paid for with government funds by the Mayors' Council of Guam.

THE GUAM PUBLIC UTILITIES COMMISSION NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the Guam Public Utilities Commission (PUC) will conduct a regular business meeting, commencing at **6:30 p.m. on Monday, December 2, 2024** at 241 Farenholt Avenue, Oka Bldg., 2nd Floor, Suite 205, Tamuning, Guam.

The following business will be transacted:

AGENDA

1. Call to Order
2. Approval of Minutes of November 5, 2024
3. Guam Waterworks Authority
 - GWA Docket No. 24-10: Petition to Approve GWA's Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services Contract with Brown & Caldwell, Legal Counsel Report, and proposed Order.
 - GWA Docket No. 25-03: Petition to Approve GWA's Liquid Chlorine Supply Contract for Water Production and Treatment Facilities Island Wide, Legal Counsel Report, and proposed Order.
4. Guam Power Authority
 - GPA Docket No. 24-24: Petition of the Guam Power Authority to Approve the Purchase of the Water System Diesel (WSD) Generators, ALJ Report, and proposed Order.
 - GPA Docket No. 24-25: Petition of the Guam Power Authority to Approve Phase I Renewable Energy Acquisition Award to KEPCO-EWP-Samsung C&T Consortium and Core Tech Solar Energy LLC, for up to 192 MW of Renewable Energy Capacity, AL Report, and proposed Order.
 - GPA Docket No. 25-01: Petition of the Guam Power Authority to Approve the Purchase of Water System Diesel Generators, ALJ Report, and proposed Order.
 - GPA Docket No. 25-04: Petition for Approval and Authorization for GPA to Renew Property Insurance, Legal Counsel Report, and proposed Order.
 - GPA Docket No. 24-08: Guam Power Authority's Submission of its LEAC update Report as of September 30, 2024 (For Informational Purpose Only)
5. Guam Solid Waste Authority:
 - FY2024 4th Quarter Host Community Premium Surcharge (HCPS) Fee's Report (For Informational Purpose Only)
6. Administrative Matters
 - FY2024 Financial Review
 - Certificate of Resolution (Bank depository and Certification of current Commissioner)
 - Administrative Order (Designation of Certifying officer and Disbursing officer)
 - Scheduling of December Meeting
7. Adjournment



Further information about the meeting may be obtained from the PUC's Administrator Loures I Palomo at 671-472-1907. Those persons who require special accommodations, auxiliary aids, or services to attend the meeting should also contact Mrs. Palomo.

This Notice is paid for by the Guam Public Utilities Commission.

To make a payment online, click on the **PAY BILL** button on top right of the website.

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 PORT OF GUAM ATUNDAI / PUERTO GUAMAN Jose D. Leon Guerrero Commercial Port 1020 Cabras Highway, Suite 100, P.O. Box 9695 Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445 Website: www.portofguam.com	 Lorena A. Leon Guerrero Governor of Guam Juliana F. Resicio Lieutenant Governor
INVITATION FOR BID No. IFB-PAG-CIP-024-004 WAREHOUSE No. 1 MAINTENANCE PROJECT	
<p>The Port Authority of Guam (PAG), a public corporation and autonomous agency of the Government of Guam, will receive sealed bids for the WAREHOUSE No. 1 MAINTENANCE PROJECT.</p> <p>Invitation for Bid (IFB) packets may be picked up at the PAG Procurement Office on the 1st floor of the Administration building Monday through Friday, 8:00am to 5:00pm. The IFB is available at: https://portofguam.com/bids-and-rfp, where bidders can register and download an electronic copy in PDF, at no cost. Due to the large size of the Scope of Work, Specifications, and Drawings, an electronic copy can be obtained at the Port Authority of Guam's Procurement Office on the 1st floor of the PAG Administration Building, at no charge.</p> <p>A PRE-BID MEETING will be held in the PAG Board of Directors conference room on TUESDAY, DECEMBER 3, 2024 at 10:00 A.M., Chamorro Standard Time (Guam Time). A site visit of the project location will immediately follow. To enter the PAG compound, a valid government ID is required 24-hours prior to the site visit. Photo ID must be sent via email to spmunao1@portofguam.com, pacastro@portofguam.com, and pagprocurement@portofguam.com. Attendees are encouraged to bring personal safety equipment (hard hat, safety vest, closed toe shoes, etc.). All bidders are encouraged to attend. Site visit is not mandatory.</p> <p>QUESTIONS & CONCERNS (Q&C) deadline is FRIDAY, DECEMBER 13, 2024 at 5:00pm, (Chamorro Standard Time) Guam Time. All questions and concerns will be submitted to the PAG and addressed to Mr. Rory J. Resicio, General Manager at rjresicio@portofguam.com, and a copy sent to the following e-mail addresses: spmunao1@portofguam.com, and pagprocurement@portofguam.com.</p> <p>BID SUBMITTALS will be received, on or before FRIDAY, JANUARY 3, 2025 2:00 P.M., Chamorro Standard Time (Guam Time), at the Procurement office, located on the 1st Floor of the PAG Administration building. Immediately following the deadline, all bids will be publicly opened and read aloud in the PAG Board of Directors conference room. Late bid submittals will not be considered.</p> <p>The PAG requires that all interested bidders register contact information with the PAG to ensure they receive any notices regarding any changes or updates to the IFB. PAG shall not be liable for failure to provide notice to any party who did not register contact information.</p> <p>The PAG reserves the right, in its sole and absolute discretion, to reject any and all bids, cancel in its entirety, or waive informalities and minor irregularities in the IFB, which in its sole and absolute judgment, will under all circumstances best serve the Government's interests. This right to reject and/or cancel is pursuant to 2 GAR Div. 4 Procurement Regulations § 3115 (d)(2)(A). This project is funded by the Port Authority of Guam.</p> <p>For more information, contact Mr. Steven P. Muna, Contract Administrator at 477-5931/2 ext. 251 or via email: spmunao1@portofguam.com, algsablan@portofguam.com, and pagprocurement@portofguam.com.</p> <p>/s/ RORY J. RESPICIO General Manager</p> <p>Funding for this Advertisement and Project is paid with Government funds: PORT AUTHORITY OF GUAM</p>	

Please review your ad carefully and indicate any corrections or changes and return email to your Guam Daily Post Account Executive.

☒ APPROVED AS IS

☐ APPROVED WITH CHANGES INDICATED

☐ PLEASE SEND ANOTHER PROOF

Approval Signature



Date

NOV. 20, 2024

THE GUAM
DAILY POST



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
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Loures A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

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/s/ RORY J. RESPICIO
General Manager

Funding for this Advertisement and Project is paid with Government funds: PORT AUTHORITY OF GUAM

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Government of Guam

PUBLIC NOTICES Portal

Hafa Adai & Good Morning!

ChST 08:59 AM, Wednesday, November 27, 2024

Search Through All Notices

IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT

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IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT



ANNOUNCEMENT

Posted on: 11/26/2024 09:24 AM

Posted by: Pia Castro

Department(s): PORT AUTHORITY OF GUAM

Division(s):

Notice Topic(s): IFB

Types of Notice: ANNOUNCEMENT

For Audience(s): PUBLIC

[Share this notice](#)

PRI

IFB Number: IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT

DUE TO THE LARGE SIZE OF VOLUME 5, AN ELECTRONIC COPY MAY BE OBTAINED AT THE PAG PROCUREMENT OFFICE, 1ST FLOOR, PAG ADMINISTRATIVE BUILDING, AT NO COST.

Date Posted: Monday, November 25, 2024

Pre-Bid Conference: TUESDAY, DECEMBER 3, 2024 AT 10:00 a.m. (Location: PAG Boardroom, 1st floor Admin Bldg.)

Site Visit will immediately follow pre-bid conference.

Questions & Concerns (Q&C) deadline: FRIDAY, DECEMBER 13, 2024, at 5:00 p.m.

Submittal Date:

FRIDAY, JANUARY 3, 2025, at 2:00 p.m. (Location: PAG Procurement Office, 1st floor, PAG Admin Bldg.)

INVITATION FOR BID package is available on PAG's website at: <https://portofguam.com/bids-and-rfps>

IFB recommends that prospective bidders register current contact information with IFB to ensure they receive any notices regarding any changes or updates to the IFB. The procuring agency and IFB will not be liable for failure to provide notice to any party who did not register current contact information.

Status: Open **Packet Cost :** No Fee

* O-TECH POSTING

IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT

PRINT



IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT

ANNOUNCEMENT

Posted on: 11/26/2024 09:24 AM

Posted by: Pia Castro

Department(s): PORT AUTHORITY OF GUAM (/notices?department_id=64)

Division(s): (/notices?division_id=)

Notice Topic(s): IFB (/notices?topic_id=59)

Types of Notice: ANNOUNCEMENT (/notices?type_id=1)

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IFB Number: IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT

DUE TO THE LARGE SIZE OF VOLUME 5, AN ELECTRONIC COPY MAY BE OBTAINED AT THE PAG PROCUREMENT OFFICE, 1ST FLOOR, PAG ADMINISTRATIVE BUILDING, AT NO COST.

Date Posted: Monday, November 25, 2024

Pre-Bid Conference: TUESDAY, DECEMBER 3, 2024 AT 10:00 a.m. (Location: PAG Boardroom, 1st floor Admin Bldg.)

Site Visit will immediately follow pre-bid conference.

Questions & Concerns (Q&C) deadline: FRIDAY, DECEMBER 13, 2024, at 5:00 p.m.

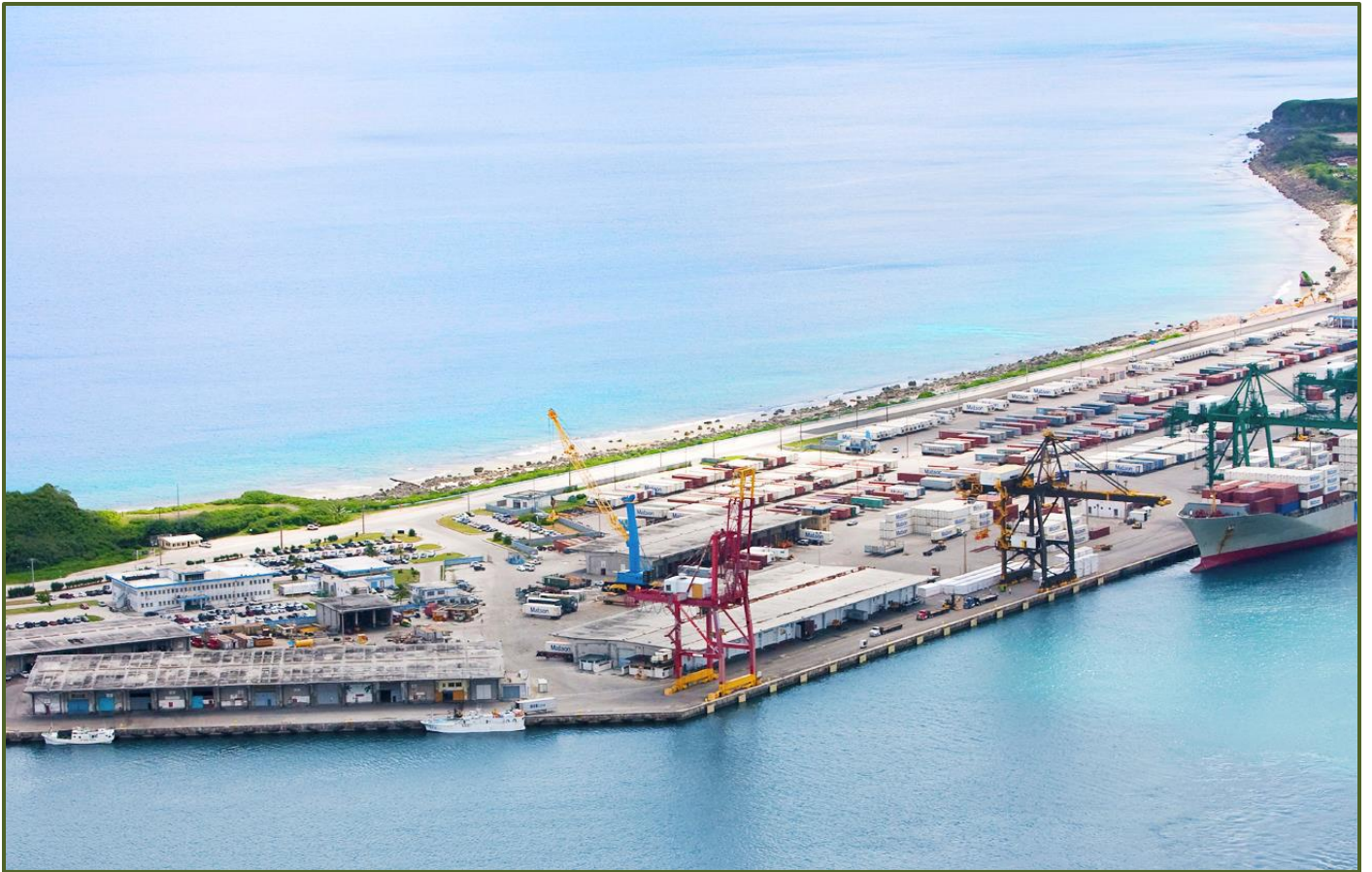
Submittal Date:

FRIDAY, JANUARY 3, 2025, at 2:00 p.m. (Location: PAG Procurement Office, 1st floor, PAG Admin Bldg.)

INVITATION FOR BID package is available on PAG's website at: <https://portofguam.com/bids-and-rfps> (<https://portofguam.com/bids-and-rfps>).

IFB recommends that prospective bidders register current contact information with IFB to ensure they receive any notices regarding any changes or updates to the IFB. The procuring agency and IFB will not be liable for failure to provide notice to any party who did not register current contact information.

Status: Open **Packet Cost :** No Fee



INVITATION FOR BID
IFB No: PAG-CIP-024-004
(Project is funded by Port Bond Funds)

PROJECT TITLE:
WAREHOUSE No.1 MAINTENANCE PROJECT

PORT AUTHORITY OF GUAM
1026 Cabras Highway
Piti, Guam 96915

RORY J. RESPICIO
General Manager

NOVEMBER 2024



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

INVITATION FOR BID No. IFB-PAG-CIP-024-004 WAREHOUSE No. 1 MAINTENANCE PROJECT

The Port Authority of Guam (PAG), a public corporation and autonomous agency of the Government of Guam, will receive sealed bids for the **WAREHOUSE No. 1 MAINTENANCE PROJECT**.

Invitation for Bid (IFB) packets may be picked up at the PAG Procurement Office on the 1st floor of the Administration building Monday through Friday, 8:00am to 5:00pm. The IFB is available at: <https://portofguam.com/bids-and-rfps>, where bidders can register and download an electronic copy in PDF, at no cost. Due to the large size of the Scope of Work, Specifications, and Drawings, an electronic copy can be obtained at the Port Authority of Guam's Procurement Office on the 1st floor of the PAG Administration Building, at no charge.

A **PRE-BID MEETING** will be held in the PAG Board of Directors conference room on **TUESDAY, DECEMBER 3, 2024 at 10:00 A.M., Chamorro Standard time (Guam Time)**. A site visit of the project location will immediately follow. To enter the PAG compound, a valid government ID is required 24-hours prior to the site visit. Photo ID must be sent via email to spmuna01@portofguam.com, pacastro@portofguam.com and pagprocurement@portofguam.com. Attendees are encouraged to bring personal safety equipment (hard hat, safety vest, closed toe shoes, etc.). All bidders are encouraged to attend. Site visit is not mandatory.

QUESTIONS & CONCERNS (Q&C) deadline is **FRIDAY, DECEMBER 13, 2024 at 5:00pm, (Chamorro Standard Time) Guam Time**. All questions and concerns will be submitted to the PAG and addressed to Mr. Rory J. Respicio, General Manager at rjrespicio@portofguam.com, and a copy sent to the following e-mail addresses: spmuna01@portofguam.com, and pagprocurement@portofguam.com.

BID SUBMITTALS will be received, on or before **FRIDAY, JANUARY 3, 2025 2:00 P.M., Chamorro Standard Time (Guam Time)**, at the Procurement office, located on the 1st Floor of the PAG Administration building. Immediately following the deadline, all bids will be publicly opened and read aloud in the PAG Board of Directors conference room. Late bid submittals **will not** be considered.

The PAG requires that all interested bidders register contact information with the PAG to ensure they receive any notices regarding any changes or updates to the IFB. PAG shall not be liable for failure to provide notice to any party who did not register contact information.

The PAG reserves the right, in its sole and absolute discretion, to reject any and all bids, cancel in its entirety, or waive informalities and minor irregularities in the IFB, which in its sole and absolute judgment, will under all circumstances best serve the Government's interests. This right to reject and/or cancel is pursuant to 2 GAR Div. 4 Procurement Regulations § 3115 (d)(2)(A). This project is funded by the Port Authority of Guam.

For more information, contact Mr. Steven P. Muna, Contract Administrator at 477-5931/2 ext. 251 or via email: spmuna01@portofguam.com, alsablan@portofguam.com, and pagprocurement@portofguam.com.


RORY J. RESPICIO
General Manager

Funding for this Advertisement and Project is paid with Government funds: PORT AUTHORITY OF GUAM

GENERAL INFORMATION

I. INTRODUCTION

The Jose D. Leon Guerrero Commercial Port or Port Authority of Guam (PAG), hereinafter referred to as PAG, is inviting firms to participate in the Invitation for Bid (IFB), for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT**. **This project is funded and financed with the Port Authority of Guam Bond Funding (Port Local Funds).**

PROJECT LOCATION AND DESCRIPTION:

The project is located at the Port Authority of Guam (PAG) along the F3 Wharf. Warehouse 1 is a 55,000 square foot concrete building that was constructed in 1968. This building is currently occupied by an underwater cable supply company (tenant), and various PAG departments (Preventive Maintenance, Riggers, Police, Electricians, Crane Mechanics).

The project intends to repair and maintain Warehouse 1. The scope of work shall include Structural Repairs of existing cracks and spalls due to salt water penetration and intrusion affecting overall structural integrity of the building. The project shall also include electrical repairs and fire protection replacement in order to ensure this building can be occupied safely. A new restroom facility will also be constructed outside Warehouse 1.

All systems shall meet the standard of compliance of organizations for the American National Standard Institute (ANSI), American Society for Testing Materials (ASTM) Underwriter Laboratories (UL), and Occupational Safety & Health Association (OSHA).

II. INSTRUCTIONS TO BIDDERS:

These instructions to bidders are intended to provide guidance in the preparation of bid proposals. Please note that the act of submitting a bid to this IFB, constitutes an acceptance on the part of the Bidder that they have read each and every provision; and thus, agree to all terms and conditions contained within this bid, as well as, that they have read and understood all of the bid documents, including all information contained within the appendices.

1. PRE-BID CONFERENCE, INQUIRIES, AND COMMUNICATIONS:

A **PRE-BID CONFERENCE** is scheduled on **TUESDAY, DECEMBER 3, 2024, at 10:00 am, Chamorro Standard Time (Guam Time)** at the PAG Board of Directors' Conference Room, 1st floor, PAG Administration Bldg. All prospective bidders are encouraged to attend.

SITE VISIT OF THE PROPOSED PROJECT WILL BE ON THE SAME DAY, AFTER THE PRE-BID CONFERENCE.

To enter the Port's compound a valid ID is required 24 hours prior to the site visit. The Port must receive IDs of attendees no later than **MONDAY, DECEMBER 2, 2024, 10:00AM (Guam Time)**. Please email a clear valid copy of a government ID (driver's license, passport, etc.) to Pia Castro at pacastro@portofguam.com and Steven Muna at spmuna01@portofguam.com. All attendees are responsible for providing their own Personal Protective Equipment (PPE) ex: hard hat, safety vest, closed-toe shoes, raincoat (dependent on weather), writing material, camera, and measuring tools, as the Port will not provide these items. Pre-bid and Site visit are not mandatory however, all bidders are encouraged to attend.

All **QUESTIONS AND CONCERNS (Q&C)** (inquiries, clarifications, or questions) must be submitted in writing on **FRIDAY, DECEMBER 13, 2024** no later than **5:00 p.m. Chamorro Standard Time (Guam Time)**. Q&C shall be submitted to the attention of Mr. Rory J. Respicio, PAG General Manager, and may be sent via email to rjrespicio@portofguam.com. Please send a copy to Steven P. Muna, Contract management Administrator, Procurement and Supply Division at spmuna01@portofguam.com, algsablan@portofguam.com, pacastro@portofguam.com and to pagprocurement@portofguam.com. Port will respond in writing to all written inquiries and/or clarifications via an addendum to this IFB. All formal communications shall be issued through the Addendum process only and shall be distributed to all recognized registered bidders.

2. RECEIPT OF BID OFFERS

Bids will be received at the Procurement and Supply Division, 1ST Floor of the Port Authority of Guam (PAG) Administration Building on **FRIDAY, JANUARY 3, 2025, no later than 2:00 P.M. Chamorro Standard Time (Guam Time)**. In response to this Invitation for Bid (IFB), interested parties shall submit bids in the format described in these

bid documents and shall be addressed to Mr. Rory J. Respicio, General Manager, Port Authority of Guam, 1026 Cabras Highway, Suite 201, Piti, Guam 96915.

One (1) original, two (2) copies, and one (1) CD or USB containing an electronic file copy (in PDF format) of the complete bid proposal shall be enclosed in a sealed package or envelope, clearly labeled on the outside as **“Invitation for Bid - IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT.** The package or envelope must be clearly labeled with the name of the Bidder.

All bid proposals submitted after the time and date set for a receipt as indicated above shall be considered Late Bids and will not be considered. Late bids will be returned “un-opened” to the bidder. 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 a 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 of the contract and its effect.

Prohibited Communication: Bidders shall conduct themselves with professional integrity and refrain from lobbying activities. During the procurement process (commencing with the issuance of this IFB and continuing until execution of a contract resulting from this solicitation or cancellation of the procurement), no employee, member, agent, advisor, or consultant of any Bidder shall have any communications, directly or indirectly, regarding this procurement with any representative of the Port, including their staff, advisors, contractors, or consultants involved with the procurement, except for communications expressly permitted by this IFB to the attention of the General Manager or the Procurement and Supply Manager. Any verified allegation that the Bidder or an employee, agent, advisor, consultant, or subcontractor of the Bidder engaged in such prohibited communications or attempted to unduly influence any part of the solicitation may be cause for Port to disqualify the Bidder from participating at the discretion of the Port.

Oral explanations or instructions should not be given, but if any are inadvertently or improperly given, no oral representations by any representative of PAG will be binding and any action taken by the Bidder based upon such oral advice or clarification will be at the sole risk of the Bidder.

3. IFB DOCUMENTS

IFB Documents or electronic copies of the IFB are available at no charge and can be obtained at the Procurement & Supply Office on the 1st floor of the Port Authority of Guam, Administration Building located at 1026 Cabras Highway, Suite 201, Piti, Guam 96915 or the Port’s website at <https://portofguam.com/bids-and-rfps>.

The IFB Documents are organized into five separate volumes, as follows:

Volume 1	-	General Information/Instruction to Bidders
Volume 2	-	General Conditions and Special Provisions
Volume 3	-	Required Forms and Affidavits
Volume 4	-	Sample Construction Agreement
	-	Performance and Payment Bond Form
Volume 5	-	Scope of Work, Specifications, Maps, Photos and Drawings

4. MODIFICATIONS AND SOLICITATION AMENDMENT

Any amendment, modification or addendum issued by the PAG prior to the opening of the bids, for the purpose of changing the bid requirements, clarifying the meaning or changing any of the provisions of this IFB, shall be binding to the same extent as if written in the bid documents and will be deemed incorporated into the contract or not.

The PAG reserves the right to amend, supplement, cancel and/or reissue this bid in whole or in part at any time, when this action serves the best interest of the PAG. Any modification that are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer. In such cases, the addendum will include an announcement of the new date for opening proposals/bids. Such revisions, if any, will be announced by an addendum or addenda to this invitation for bid and bidders shall acknowledge receipt of such addenda by signature, which is to be returned to

the Procurement and Supply Office by fax or by email. Failure to acknowledge receipt of any addenda will result in rejection of bidders' proposal/bid.

5. FAMILIARITY WITH LAWS

The bidder shall be familiar with all Federal (U.S.) and local laws, ordinances, rules and regulations of Guam that in any manner affect the work. Ignorance of law or on the part of the bidder will not relieve the bidder from responsibility.

6. PREPARATION AND SUBMISSION OF BID

The bidder must submit his bid on the forms furnished by the PAG. All blank spaces in the bid forms must be correctly filled in and the bidder must state the prices (both in words and numerals) for which he proposes to do each item of the work contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the PAG as being incomplete.

All bids must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The PAG is not liable for any costs incurred by the bidder in connection with the preparation of this solicitation. By submitting a bid, the bidder specifically waives the right against the PAG for any expenses incurred in his bid preparation. Submitted bids become the property of the PAG. Bidder's request for the return of specific proprietary materials may be honored.

By submitting a bid, Bidder certifies that the price submitted was independently made without collusion.

7. TRADE SECRETS AND PROPRIETARY DATA

Bidders may request to have certain portions of their bid submittals designated as trade secrets or proprietary data. PAG will examine such request to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in the request. If the PAG and bidder are unable to agree as to the disclosure of certain portions of the bidder's bid will be disclosed and that, unless the bidder withdraw its bid or protests under 5 GCA Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the information may be so disclosed. The bids shall be opened to public inspections subject to any continuing prohibition on the confidential data.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time and date set for bid opening. Negligence on the part of the bidder in preparing the bid confers no right to the withdrawal of the bid after it has been opened.

9. BID SECURITY, PERFORMANCE, AND PAYMENT BOND

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the highest bid price for which award can be made. Such deposit may be in the form of a bid bond, cashier's check, or certified check made payable to the Port Authority of Guam. Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within ten (10) working days after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal, the security deposited with his bid.

10. LICENSES

Bidders are reminded that all construction firms proposing and/or bidding on Government of Guam contracts must be fully licensed to do business in Guam at the time of submission of bids. Bidders must submit a copy of a current Contractor's License for constructions services issued by the Guam Contractor's License Board in conformance with Public Law 14-51. Failure to submit a conforming Contractor's License shall result in the bid being declared non-responsive, whereby bid will be rejected.

Additionally, professional services firms as sub-consultants of Prime Bidder, are required to have a Certificate of Authorization (COA) through the Board of Professional Engineers, Architects, and Land Surveyors, Guam (PEALS) at the time of submission of bids.

11. RIGHT TO CANCEL SOLICITATION

The PAG may, at any time, in the best interest of the Government, cancel this solicitation, in whole or in part.

12. RIGHT TO ACCEPT AND REJECT BIDS

The PAG 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, or waive informalities and minor irregularities in the bids, including the sole right to determine what constitutes irregularities in the bids 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 or to furnish a satisfactory performance and payment bond, the Government, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of any other bidder within ten (10) calendar days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the original successful bidder.

13. METHOD OF AWARD

Pursuant to 5 GCA §5211(g) of the Guam Procurement Act, the contract is to be awarded to the **lowest responsive, responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid.**

The award shall be made in accordance to with following conditions: Bidding procedure involving only a basic bid: If the total of the basic bid items is within the number funds available to finance the project, then a contract award will be made to that bidder submitting the lowest responsive and responsible basic bid.

14. COMPETENCY OF BIDDERS

The Port will require bidders to present satisfactory evidence that he has sufficient experience and past performance and is fully prepared with the necessary capital, material, machinery, and skilled workmen and supervisory staff to carry out the contract satisfactorily. The information is required for the Prime Contractor and each subcontractor if any.

The purpose of this requirement is to provide the Port with a basis for determining the Prime Contractor and its subcontractors' financial and technical capability for undertaking this project which shall deem the Bidder as responsive and responsible. The Port is not interested in a voluminous description of all prior contracts undertaken, but rather a concise, thorough description of past experience relevant to this project.

Accordingly, in the Port's determination of a responsive and responsible bidder, the Contractor and its sub-contractors must submit for review the following documents and statements:

- a. Organizational Structure identifying the Prime Contractor and all its sub-contractors
- b. Experience of key staff or firm on similar work.
- c. Past performance of firm or key (to be assigned to this project) staff in accomplishing government projects or other client projects of this nature in the agreed time. Bidders and their sub-contractors must include a listing of past performances of key personnel with similar projects;
- d. Availability of plant, machinery, and other equipment necessary for work.
- e. References who can attest to the quality of work on past or ongoing projects being performed for Local and Federal Governments and other organizations/clients.
- f. References who can attest to Contractor's diligence in carrying out responsibility.

- g. References who can attest to, or documents that can illustrate, a record of good Owner-Contractor relationship.
- h. Statement about the previous record of bids qualification, for example no loss of bid bonds and/or no rejections following responsibility checks.
- i. Record of the past performance of government contracts including a record of default and nonpayment of obligations.
- j. Possession of Government of Guam appropriate contractor's license

Any bidder, who at the time of bidding has been determined by the PAG or the Dept. of Public Works to be liable to pay liquidated damages for delay in completion of the last two projects contracted with any Government of Guam projects, will be automatically rejected.

III. COMPLIANCE WITH LAWS AND MANDATORY FORMS FOR SUBMITTAL

1. DISCLOSURE OF MAJOR SHAREHOLDERS:

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Port Authority of Guam shall submit an affidavit executed under oath 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 who is or may become 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 actual or potential 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 Disclosing Ownership and Commissions - AG Form 002**, shall result in the disqualification of his bid.

2. 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. Failure by any bidder to submit the **Affidavit Re Non-Collusion - AG Form 003**, shall result in the disqualification of his bid.

3. 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 2 GAR, Div. 4, §11107, 5 GCA §5631 (a) and 2 GAR, Div. 4, §11108 of the Guam Procurement Regulations. Failure by any bidder to submit the **Affidavit Re No Gratuities or Kickbacks- AG Form 004**, shall result in the disqualification of his bid.

4. 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 5 GCA, §5601 *et seq.* (Ethics in Public Contracting) of the Guam Procurement Act. Failure by any bidder to submit the **Affidavit Re Ethical Standards - AG Form 005**, shall result in the disqualification of his bid.

5. COMPLIANCE WITH WAGE LAWS

The bidder who is awarded a contract shall pay employees, at a minimum, in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the Port. In the event of a renewal of a contract, the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the contract shall apply to that renewal contract. In addition to the applicable Wage Determination, the contract shall contain provisions mandating health and similar benefits for employees, such benefits having a

minimum value as detailed in the Wage Determination promulgated by the U.S. Department of Labor, and shall contain provision guaranteeing a minimum of ten (10) paid holidays per annum for each employee.

The bidder is required to execute and submit the **Declaration Re Compliance with U.S. DOL Wage Determination- AG Form 006**. Failure to submit such form shall result in the disqualification of his bid.

6. PROHIBITION AGAINST CONTINGENT FEES

The bidder, offeror or contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure by any bidder to submit the **Affidavit Re Contingent Fees - AG Form 007**, shall result in the disqualification of his bid.

7. PRODUCTS MANUFACTURED FROM RECYCLED GLASS

Pursuant to Title 5, GCA Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therein. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used on the project and, as a condition of the contract award, shall require the Contractor to identify and certify in writing the percentage of recycled glass contained in the material offered.

8. APPRENTICE TRAINING PROGRAM

Pursuant to Executive Order No. 2000-10, the contractor shall employ at least one (1) apprentice for every ten (10) workers for the duration of the project, and not less than one (1) apprentice per project. This requirement may be waived only if the Department of Public Works and the Guam Community College both certify that no apprentice is available.

The Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in §50106 of Title 5, GCA, and applies to all departments and agencies within the government of Guam. It also applies only to projects over One Hundred Thousand Dollars (\$100,000.00).

The Director of the Department of Public Works shall monitor the compliance with this Executive Order and enforce and exercise authority to achieve the objectives of the Executive Order and shall report to the Guam Community College on a quarterly basis, the impact of this program.

The Guam Department of Labor shall inform all employers applying for H-2 alien labor certification that to qualify for government of Guam construction projects, all conditions of Executive Order No. 2000-10 shall be met.

9. RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES. (Subsection 5253 of Title 5 Guam Code Annotated)

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

working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

- c. Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Request for Proposals shall state all the conditions in §5253(b).
- d. Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.
- e. Subject to the provisions of 12 GCA §10402 (Public Law 29-23), the contract will contain performance reviews at least annually, and provisions for contract termination and penalty based upon such review.

10. DOCUMENTS EXECUTED OUTSIDE GUAM

The Power of Attorney, affidavits, bonds, and/or any documents defining the constitution of the joint venture, consortium, company or firm, if executed outside Guam, whether required to be submitted with the proposals or upon award of the contract, must be authenticated by a Notary Public or other official duly authorized by law in the jurisdiction where they are authorized to witness sworn statements.

11. EQUAL EMPLOYMENT OPPORTUNITY

In compliance with the 14th Amendment to the Constitution, Section 5 (Bill of Rights) and 9(a) (Merit System), and federal laws; Title VI and VII of the Civil Rights Act.; the Civil Rights Act of 1991; Title I of the American Disabilities Act; the Equal Pay Act; the Age Discrimination in Employment Act; Section 504 of the Vocational Rehabilitation Act; Title IX of the Education Amendments of 1972; other pertinent federal laws and Guam laws; Title 4 of the Guam Code Annotated; Title 17, Chapter 2 of the Guam Code Annotated; Public law 14-28, Section 5; Public Law 15-17; Public Law 28-68; Public law 28-112 and other pertinent laws, it is the intent of the Government of Guam, hereinafter the Government:

- A. To provide equal employment opportunity for all applicants and employees to compete and be considered for jobs on the basis of merit and ability to perform, and to prohibit discrimination in any aspect, term, condition or privilege of employment on the basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status, or political affiliation and retaliation. *Such discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration is prohibited.
 - *Except where specific factors legally constitute a bona fide occupational qualification or in the case of specifically funded programs to facilitate employment of disadvantaged persons, but only with the prior approval of the Equal Opportunity Administrator.*
- B. To carry out all government programs and activities in compliance with applicable Federal and Territorial laws and in such a manner that no person shall, on a basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status, or political affiliation and retaliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination with respect to any program or activities.

*** * * * * END OF GENERAL INFORMATION * * * * ***

VOLUME 2
GENERAL CONDITIONS AND SPECIAL PROVISIONS

GENERAL CONDITIONS

I. DEFINITIONS

1. **Owner** - The term "Owner" as used herein means the Port Authority of Guam, Cabras Hwy, Piti and shall include the Governor of Guam, and/or his authorized representatives.
2. **Contracting Officer** - The term "Contracting Officer" as used herein means the General Manager of the Port Authority of Guam and shall include his authorized representatives.
3. **Engineer** - The term "Engineer" as used herein means the Port Authority's Manager of CIP/Engineering and shall include his authorized representatives.
4. **Contractor** - The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a contract with the Port Authority of Guam to perform the work herein contemplated or his or their authorized assignee.
5. **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 known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within Guam and file the same with the Contracting Officer.
6. **Forms Enclosed** - The copies of the Formal Contract and Bid Bond, enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

II. CONSTRUCTION CONTRACT

1. Contract Documents

- a. The contract documents consist of the Formal Contract, the Technical Specifications, and Plans (Drawings) 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 upon.
- c. Anything required by one of the contract documents shall be of like effect as if required by all the contract documents whether the other contract documents have the same requirement or not. In case of conflict between the contract documents, the technical specifications shall take precedence over the plans, and the Formal Contract shall be controlling over the plans and technical specifications. 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 in the plans (drawings), technical specifications, bid forms, contract, and conditions related to the work to be carried on, said documents being on file in the Procurement Office, Port Authority of Guam; 1026 Cabras Hwy., Suite 201; Piti, Guam.

2. Drawings

- a. In case of differences between small scale and large-scale drawings, the large-scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. The Contractor shall verify all dimensions, and if any may be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.
- b. Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.
- c. The approval of shop and setting drawings will be general and 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 and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

- d. The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. Contract Change Orders

- a. The Contracting Officer at any time, without notice to the sureties may, by written order designated or indicated to be a change order, may make any change in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the method or manner of performance of the work;
 - iii. In the Government-furnished facilities, equipment, materials, services for site; or
 - iv. Directing acceleration in the performance of the work.
- b. Any other written order (which terms as used in this paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.
- c. Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.
- d. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided, however, that except for claims based on defective specifications no claim for any change under (b) above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 calendar days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.
- f. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. Specifications and Drawings

- a. The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, Contracting Officer and their representatives access thereto.
- b. All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without his consent. Upon completion of this project all copies of the drawings and specifications except the signed contract sets are to be returned to the Contracting Officer upon his request.

5. Special Requirements

Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.

6. Explanation to Bidders

No oral explanation in regard to the meaning of the drawings and specifications will be made and no verbal instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of bid submittal documents, contract provisions, drawings and technical specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the Invitation for Bids documents which, if issued, will be sent as promptly as practicable to all persons to whom the bid documents have been issued. All such addenda shall become part of the contract documents.

III. BIDS, BIDDER RESPONSIBILITIES

1. Conditions at Site or Building (2 GAR Div. 4 §5106 (6)) Site Conditions A

Bidders 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 their bids. 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. Submission of Bids

- a. The bidder is required to bid on all items called for in the Bid Form.
- b. Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the Owner as being incomplete.
- c. Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Port Authority of Guam. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into

a formal contract with the Owner in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within ten (10) working days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty-eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. Publicity of Bids

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

5. Receipt and Opening of Bids

- a. Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.
- b. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

6. Award of Contract

- a. The contract will be awarded as soon as possible to the lowest responsive and responsible bidder, 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.

7. Performance and Payment Bond

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

8. Cancellation of Award

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

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 and specifications 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 or specifications, 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 specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications 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 specified to be 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 mechanic's 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 50% of the contract amount.
- b. Where subletting is for labor only, sublet work cost shall not exceed 30% of the total labor 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 EMPLOYMENT OPPORTUNITY

In accordance with Governor of Guam's Executive Order 2006-16 and in compliance with the 14th Amendment to the Constitution, Section 5 (Bill of Rights) and 9(a) (Merit System), and federal laws; Title VI and VII of the Civil Rights Act.; the Civil Rights Act of 1991; Title I of the American Disabilities Act; the Equal Pay Act; the Age Discrimination in Employment Act; Section 504 of the Vocational Rehabilitation Act; Title IX of the Education Amendments of 1972; other pertinent federal laws and Guam laws; Title 4 of the Guam Code Annotated; Title 17, Chapter 2 of the Guam Code Annotated; Public law 14-28, Section 5; Public Law 15-17; Public Law 28-68; Public law 28-112 and other pertinent laws, it is the intent of the Government of Guam, hereinafter the Government:

- a. To provide equal employment opportunity for all applicants and employees to compete and be considered for jobs on the basis of merit and ability to perform, and to prohibit discrimination in any aspect, term, condition or privilege of employment on the basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status, or political affiliation and retaliation. *Such discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration is prohibited.
 - *Except where specific factors legally constitute a bona fide occupational qualification or in the case of specifically funded programs to facilitate the employment of disadvantaged persons, but only with the prior approval of the Equal Opportunity Administrator.*
- b. To carry out all government programs and activities in compliance with applicable Federal and Territorial laws and in such a manner that no person shall, on a basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status, or political affiliation and retaliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination with respect to any program or activities.

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 Executive Order No. 2000-10 dated April 11, 2000.

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. Additional requirements may be found in the scope of work.

10. LAWS, PERMITS AND REGULATIONS

- a. The DPW building, and federal permit that is required for the project shall be secured and 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. Prior to commencing the work, Contractor shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to 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. The limits of insurance shall be as follows unless a higher limit is required by statute:
 - i. Comprehensive General Liability including products, completed operations and contractual coverage for this Agreement in the amount of \$1,000,000 combined single limit. Owner shall be an additional insured.
 - ii. Auto Liability Insurance covering bodily injury and property damage in the amount of \$1,000,000 combined single limit. Owner shall be an additional insured.
 - iii. Excess Liability Policy with limits of \$1,000,000 or higher.
 - iv. Owner shall be an additional insured.
 - v. Worker's Compensation and Employer's Liability- Statutory limits. Add Waiver of Subrogation endorsement in favor of Owner.
 - vi. Builder's Risk or Installation Floater, when applicable, is to be furnished by Contractor, which shall include Owner as named insured.
- b. Contractor shall furnish certificates of insurance and waiver of subrogation endorsement to Owner prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least ten (10) days after receipt of written notice to Owner. At all times Contractor's insurance shall be primary to any other insurance that may be carried by Owner. The statement of limits of insurance coverage shall not be construed as in any way limiting the Contractor's liability under this agreement. Owner shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate as such.

12. INDEMNITY

- a. Indemnity: The Contractor shall indemnify, defend and hold harmless Owner against all loss, damage, or expense (including reasonable attorney's fees incurred by Owner) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts or omission of the Contractor or the Contractor's employees, servants, agents or subcontractors and from mechanics and material man's liens.

13. 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 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 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.

14. 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.

15. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property and/or safety or 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 by the Contracting Officer subject to review procedures provided under Guam's Procurement Law and Claims Act.

16. MUTUAL RESPONSIBILITY OF CONTRACTORS

If the Contractor or any of his subcontractors or employees causes 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 judgments arising therefrom.

17. 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;
- 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. WATER

The Contractor shall make all necessary applications, pay all fees and charges, and 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.

23. SIGNS

The Contractor shall erect a sign at the project site at his own expense. The location of the 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

- a. The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- b. The Owner has established or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.
- c. The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in location without the written approval of the Owner. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall be subject to prior approval by the Owner, be replaced and accurately located by the Contractor.

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 the specifications 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 in sets.
- 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. If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawings.
- f. 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 Invitation for Bids, 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 bidders 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 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 samples are to be submitted with bids.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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

Any specified 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 furnished 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:
 - i. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and
 - ii. Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, are 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 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 Port Authority 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

A contract set of drawings 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. The Contractor shall submit a record copy of as-built drawings and an electronic file of as-built drawings within thirty (30) days of the substantial completion and/or final acceptance of the project. As-built drawings shall be marked "As-Built Drawing" with Contractor's signature and date. The electronic file of as-built drawings shall be drawn in Auto Cad Release 14 or later version as required by the Contracting Officer.

4. As-Built Record of Materials:

Unless provided under the contract specifications, furnish within 10 calendar days of the beneficial occupancy date a record of materials used prior to completion of the contract. Submission of this data is a condition for final payment under the contract.

5. 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.

6. 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. Injunction

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 Contracting Officer 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.

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. The Owner's shall have the Right to Stop Work or Terminate the Contract for delays if:
 - i. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;
 - ii. 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;
 - iii. The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or
 - iv. The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;
 - v. The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;
 - vi. 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 provision(s) of this contract, then, and in any such event, the Owner may take any actions appropriate, pursuant to law or contract.

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 garnishee 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.

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 fourteen (14) 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. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

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. All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

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

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.

10. Payment to Contractor

- a. Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for partial payment covering the work performed during the preceding calendar month. No payments for installed materials on the site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made payment in full for such work done. In preparing such estimates, preparatory work done shall not be considered for payment. Materials delivered to site shall be considered for payment subject to the following conditions:
 - i. The material shall be kept in a safe and enclosed warehouse or area located on site with restricted access.
 - ii. The receipt and issue of material must be controlled by a stock card kept in the warehouse.
 - iii. Insurance coverage required under Chapter IV Section 11 of the General Conditions shall include insurance of such material and shall include theft insurance.
 - iv. Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.
- b. In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount.
- c. All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment have been made, or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- d. Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the Owner arising under and by virtue of this contract, including claims of all subcontractors and suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contractor.
- e. Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefore.
- f. Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Owner shall pay to the Contractor the amount therein stated less all prior payments and advances whatsoever to or for the amount of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment which is throughout this contract called Final Payment.
- g. Acceptance of Final Payment Constitutes Release - The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payments if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds.

IX. MISCELLANEOUS

1. Prohibited Interests

- a. No member or employee of the Guam Legislature or Delegate to Congress, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- b. No official or employee of the Government of Guam who is authorized in such capacity and on behalf of the Government 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. The Port Authority of Guam and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the government had issued a decision adverse to the Contractor.
- b. The Port Authority of Guam shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- c. The Port Authority of Guam's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.
- d. This subsection applies to appeals of The Port Authority of Guam's decision on a dispute. For money owed by or to The Port Authority of Guam under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by The Port Authority of Guam or from the date when a decision should have been rendered. For all other claims by or against The Port Authority of Guam arising under this Agreement, the Office of the Public auditor has jurisdiction over the appeal from the decision of the Port Authority of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of the Port Authority of Guam's decision or from the date the decision should have been made.
- e. The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- f. The Contractor shall comply with the Port Authority of Guam's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Contractor claims a material breach of the Agreement by Port Authority of Guam. However, if Port Authority of Guam determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by Port Authority of Guam.

*** * * * * END OF GENERAL CONDITIONS * * * * ***

SPECIAL PROVISIONS

1. GENERAL INTENTION:

It is the declared intention and meaning to provide and secure all necessary labor, materials, equipment, tools and services necessary for the delivery and completion of the project identified in the bid documents and specifications provided herein.

2. BID:

The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. SPECIFICATIONS 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 case 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 quotations 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 Port Authority of Guam, that the date of beginning the project, 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 a date to be specified in the Notice to Proceed and shall be completed within the specified date in the Notice to Proceed, unless otherwise adjusted by mutual agreement and corresponding contract modification.

5. LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed by and between the Contractor and the Port Authority of Guam that liquidated damages shall be assessed for each calendar day the work remains incomplete after the days from the effective date set forth in the Notice to Proceed.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as part of the consideration for the awarding of this contract, to pay to the Port Authority of Guam the **amount of \$1,000.00** per calendar day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default of the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Port Authority of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Port Authority of Guam would in such event sustain, and said amounts shall be retained from time to time by the Port Authority of Guam from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract, and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

- a. to any preference, priority or allocation order duly issued by the Port Authority of Guam.
- b. to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Port Authority of Guam, acts or another Contractor in the performance of a contract with the Port Authority of Guam, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- c. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further that the Contractor shall, within seven (7) calendar days from the beginning of delay, give written notice as to the causes of the delay to the Contracting Officer, who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe.

6. MULTI-TERM PROVISION:

Any contract awarded under this solicitation is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the contract is cancelled for insufficient funds, the awarded Contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs.

Bidders must submit prices for the entire period of performance of the contract, and a unit price shall be given for each supply or service. Such unit prices shall be the same throughout the contract and the entire period of performance of the contract."

7. DISPOSAL:

Unsuitable materials as a result of contractor's operations shall be disposed of in accordance with the local laws and/or policies of concerned agencies. Disposal, tipping fees/charges shall be at the contractor's expense.

The Contractor shall investigate the project site prior to bidding and verify existing conditions/ dimensions. Upon failure to do so any changes due to conditions/dimensions not reflected in the plans will be done at the Contractor's expense.

The Contractor shall submit technical brochures, samples, shop drawings and details as required by the Project Specifications prior to purchase or installation.

8. MATERIAL STANDARDS:

All material and equipment must conform to applicable standards of organizations such as the American National Standard Institute (ANSI), the American Society for Testing and Materials (ASTM), the National Manufacturers Association (NEMA), and the Underwriters Laboratories (UL). Proof of such conformance shall be submitted to the Engineer for approval. References to various standards contained in the specification and drawings shall be understood to be the issue or revision in effect on the date of such deviation shall be detailed in a written request to the Port Authority of Guam for approval and shall not be initiated until written approval is received by the Contractor from the Port Authority of Guam.

9. CONTRACTOR FURNISHED EQUIPMENT:

All materials and equipment required to complete the project shall be furnished by the Contractor.

10. OWNER FURNISHED MATERIALS:

If materials are provided by the Port Authority of Guam, the Contractor shall be responsible to transport these items from their current locations to the job site.

- a. The Contractor shall repair or replace these items if damaged during transport to the site. In addition, the Contractor shall repair any damage to public and private property caused by the transport of these items.
- b. All materials and equipment if furnished by the Port Authority of Guam are in good condition. Prior to the start of construction, the Contractor shall inspect these items and acknowledge the receipt thereof. The Contractor is responsible for repairing and replacing any damage or theft of equipment or damage which causes the equipment to be inoperable from the date it was received and prior to final acceptance of this project. All expenses shall be the Contractor's responsibility.

11. UNDERGROUND UTILITIES CLEARANCES IF APPLICABLE:

- a. The Contractor shall secure all permits required for construction including permits by the Department of Public Works, U.S. Navy, and other agencies involved.

- b. The Contractor shall coordinate with the government and private utility agencies in obtaining clearances prior to excavation. Extra care shall be taken so as not to damage any existing underground utilities. Any damaged utilities and any effects of the damage shall be the Contractor's responsibility.

12. SURPLUS MATERIALS:

Existing materials removed shall be cleaned, disassembled and assured to be in good condition before transporting the materials to the locations designated by the Contracting Officer. Materials returned shall be signed for receipt given. The Contractor shall be responsible for proper accounting of all returned materials. Any difference between the credit receipts and removal quantities, as determined by the Contracting Officer, shall be the Contractor's financial responsibility. The difference shall be deducted from the total value of the Contract at the end of the project. Unsalvageable, rotten or junk materials, must be certified by the Port Authority's Inspector in writing, and shall be properly disposed of at an approved disposal location at the sole financial responsibility of the Contractor

*** * * * * END OF SPECIAL PROVISIONS * * * * ***

VOLUME 3

REQUIRED FORMS AND AFFIDAVITS



INVITATION FOR BID (IFB) No. PAG-CIP-024-004

Project title:

WAREHOUSE No.1 MAINTENANCE PROJECT

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Instructions to Bidders attached to ascertain that all of the following requirements checked below are submitted in the bid envelope, **one (1) original, two (2) copies, one (1) CD or USB containing electronic file copy of all documents to be submitted**, at the date and time for it is due.

- ☒ COMPETENCY OF BIDDERS REQUIREMENTS (Refer to Section II.13 of Vol. I)
- ☒ BID FORM and BID SCHEDULE
- ☒ BID SECURITY (15% of the bid)
- ☒ AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (*AG Form 002*)
- ☒ AFFIDAVIT RE NON-COLLUSION (*AG Form 003*)
- ☒ AFFIDAVIT RE NO GRATUITIES OR KICKBACKS (*AG Form 004*)
- ☒ AFFIDAVIT RE ETHICAL STANDARDS (*AG Form 005*)
- ☒ DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (*AG Form 006*)
- ☒ AFFIDAVIT RE CONTINGENT FEES (*AG Form 007*)
- ☒ Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property
- ☒ **OTHER REQUIREMENTS: (a) Conflict of Interest (COI) Disclosure form, (b) Valid Copy of Contractor's License or (c) Business License whichever is applicable; upon request.**

This reminder must be signed and included in the BID envelope. **Failure to comply with the above requirements will mean a disqualification and rejection of the bid.**

On this ____ day of _____, 20____, I, _____, authorized representative of _____, acknowledge receipt of this Special Reminder to Prospective Bidders for the above referenced IFB and hereby attest that I have read and understand its intent and implications.

Signature of Authorized Representative

THIS REMINDER FORM MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.

Rev. 10/95

BID FORM

Date: _____

To: General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Gentlemen:

The undersigned (hereafter called the Bidder), a _____

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of _____, hereby proposes and agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT** all in accordance with the drawings, specifications and other contract documents prepared by the Port Authority of Guam for the sum of _____ US Dollars (\$_____) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within ten (10) working days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within ten (10) working days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____
_____	_____

If awarded the contract, the undersigned agrees to complete the work within the required contract period as defined in the bid documents. The undersigned understands that the Port Authority of Guam reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
(Name of Contractor)
hereinafter called the Principal and _____ a duly admitted insurer under the
(Name of Surety)

laws of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Port Authority of Guam for the sum of _____ Dollars (\$ _____) for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT**

NOW THEREFORE, if the Port Authority of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within ten (10) working days after the prescribed forms are presented to him for signature, enter into a Contract with the Port Authority of Guam in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Port Authority of Guam the difference, not to exceed the amount hereof, between the amounts specified in said bid and such larger amount for which the Port Authority of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 540 calendar days preceding the publication of this solicitation and until award of a contract or issuance of Notice to Proceed (NTP)**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%)
by _____, with principal place of business street address being:

[] The Bidder/Offeree/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest

[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person are encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

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Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(Date)

Signature of one of the following:

Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

_____.

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 20 _____.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____.

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

PROCUREMENT No: IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

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

Signature

Date

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT| EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |WASHINGTON D.C. 20210 | Wage Determination No.: 2015-5693 Daniel W. Simms
Division of | Revision No.: 20 Director Wage Determinations| Date of Last Revision: 12/26/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

|If the contract is entered into on or |Executive Order 14026 generally applies to | after January 30, 2022, or the |the contract. |contract is renewed or extended (e.g., |The contractor must pay all covered workers | an option is exercised) on or after |at least \$17.20 per hour (or the applicable | |January 30, 2022: |wage rate listed on this wage determination, | if it is higher) for all hours spent | performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island Area: Guam Statewide Northern Marianas Statewide Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE – TITLE	FOOTNOTE	RATE	OCCUPATION CODE – TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations			05190 - Motor Vehicle Mechanic		17.20
01011 - Accounting Clerk I		14.27***	05220 - Motor Vehicle Mechanic Helper		11.87***
01012 - Accounting Clerk II		16.02***	05250 - Motor Vehicle Upholstery Worker		14.06***
01013 - Accounting Clerk III		17.93	05280 - Motor Vehicle Wrecker		15.11***
01020 - Administrative Assistant		21.43	05310 - Painter, Automotive		16.16***
01035 - Court Reporter		17.40	05340 - Radiator Repair Specialist		15.11***
01041 - Customer Service Representative I		12.75***	05370 - Tire Repairer		12.67***
01042 - Customer Service Representative II		14.23***	05400 - Transmission Repair Specialist		17.20
01043 - Customer Service Representative III		15.62***	07000 - Food Preparation And Service Occupations		
01051 - Data Entry Operator I		12.16***	07010 - Baker		11.10***
01052 - Data Entry Operator II		13.27***	07041 - Cook I		14.44***
01060 - Dispatcher, Motor Vehicle		17.39	07042 - Cook II		16.84***
01070 - Document Preparation Clerk		13.85***	07070 - Dishwasher		9.69***
01090 - Duplicating Machine Operator		13.85***	07130 - Food Service Worker		10.11***
01111 - General Clerk I		11.33***	07210 - Meat Cutter		13.34***
01112 - General Clerk II		12.36***	07260 - Waiter/Waitress		9.73***
01113 - General Clerk III		13.88***	09000 - Furniture Maintenance And Repair Occupations		
01120 - Housing Referral Assistant		19.39	09010 - Electrostatic Spray Painter		18.75
01141 - Messenger Courier		11.37***	09040 - Furniture Handler		11.37***
01191 - Order Clerk I		12.57***	09080 - Furniture Refinisher		18.75
01192 - Order Clerk II		13.71***	09090 - Furniture Refinisher Helper		13.77***
01261 - Personnel Assistant (Employment) I		15.95***	09110 - Furniture Repairer, Minor		16.32***
01262 - Personnel Assistant (Employment) II		17.85	09130 - Upholsterer		18.75
01263 - Personnel Assistant (Employment) III		19.89	11000 - General Services And Support Occupations		
01270 - Production Control Clerk		22.97	11030 - Cleaner, Vehicles		9.69***
01290 - Rental Clerk		11.10***	11060 - Elevator Operator		9.69***
01300 - Scheduler, Maintenance		15.55***	11090 - Gardener		14.28***
01311 - Secretary I		15.55***	11122 - Housekeeping Aide		10.13***
01312 - Secretary II		17.40	11150 - Janitor		10.13***
01313 - Secretary III		19.39	11210 - Laborer, Grounds Maintenance		10.79***
01320 - Service Order Dispatcher		15.40***	11240 - Maid or Houseman		9.67***
01410 - Supply Technician		21.43	11260 - Pruner		9.66***
01420 - Survey Worker		16.96***	11270 - Tractor Operator		13.07***
01460 - Switchboard Operator/Receptionist		10.78***	11330 - Trail Maintenance Worker		10.79***
01531 - Travel Clerk I		13.01***	11360 - Window Cleaner		11.32***
01532 - Travel Clerk II		14.12***	12000 - Health Occupations		
01533 - Travel Clerk III		15.09***	12010 - Ambulance Driver		18.96
01611 - Word Processor I		14.53***	12011 - Breath Alcohol Technician		18.96
01612 - Word Processor II		16.31***	12012 - Certified Occupational Therapist Assistant		26.02
01613 - Word Processor III		18.26	12015 - Certified Physical Therapist Assistant		26.02
05000 - Automotive Service Occupations			12020 - Dental Assistant		18.79
05005 - Automobile Body Repairer, Fiberglass		17.20	12025 - Dental Hygienist		39.73
05010 - Automotive Electrician		16.16***	12030 - EKG Technician		28.73
05040 - Automotive Glass Installer		15.11***	12035 - Electroneurodiagnostic Technologist		28.73
05070 - Automotive Worker		15.11***	12040 - Emergency Medical Technician		18.96
05110 - Mobile Equipment Servicer		12.96***	12071 - Licensed Practical Nurse I		16.95***
05130 - Motor Equipment Metal Mechanic		17.20	12072 - Licensed Practical Nurse II		18.96
05160 - Motor Equipment Metal Worker		15.11***	12073 - Licensed Practical Nurse III		21.14

OCCUPATION CODE – TITLE	FOOTNOTE	RATE	OCCUPATION CODE – TITLE	FOOTNOTE	RATE
12100 - Medical Assistant		13.42***	15080 - Graphic Artist		20.47
12130 - Medical Laboratory Technician		18.82	15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
12160 - Medical Record Clerk		14.97***	15086 - Maintenance Test Pilot, Rotary Wing		34.91
12190 - Medical Record Technician		17.77	15088 - Non-Maintenance Test/Co-Pilot		34.91
12195 - Medical Transcriptionist		16.95***	15090 - Technical Instructor		17.67
12210 - Nuclear Medicine Technologist		41.68	15095 - Technical Instructor/Course Developer		23.78
12221 - Nursing Assistant I		12.43***	15110 - Test Proctor		15.70***
12222 - Nursing Assistant II		13.97***	15120 - Tutor		15.70***
12223 - Nursing Assistant III		15.24***	16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
12224 - Nursing Assistant IV		17.12***	16010 - Assembler		10.83***
12235 - Optical Dispenser		18.96	16030 - Counter Attendant		10.83***
12236 - Optical Technician		16.95***	16040 - Dry Cleaner		12.36***
12250 - Pharmacy Technician		15.49***	16070 - Finisher, Flatwork, Machine		10.83***
12280 - Phlebotomist		16.95***	16090 - Presser, Hand		10.83***
12305 - Radiologic Technologist		28.73	16110 - Presser, Machine, Drycleaning		10.83***
12311 - Registered Nurse I		23.50	16130 - Presser, Machine, Shirts		10.83***
12312 - Registered Nurse II		28.73	16160 - Presser, Machine, Wearing Apparel, Laundry		10.83***
12313 - Registered Nurse II, Specialist		28.73	16190 - Sewing Machine Operator		12.88***
12314 - Registered Nurse III		34.76	16220 - Tailor		13.40***
12315 - Registered Nurse III, Anesthetist		34.76	16250 - Washer, Machine		11.34***
12316 - Registered Nurse IV		41.68	19000 - Machine Tool Operation And Repair Occupations		
12317 - Scheduler (Drug and Alcohol Testing)		23.50	19010 - Machine-Tool Operator (Tool Room)		19.46
12320 - Substance Abuse Treatment Counselor		23.50	19040 - Tool And Die Maker		24.46
13000 - Information And Arts Occupations			21000 - Materials Handling And Packing Occupations		
13011 - Exhibits Specialist I		21.42	21020 - Forklift Operator		15.36***
13012 - Exhibits Specialist II		26.53	21030 - Material Coordinator		22.97
13013 - Exhibits Specialist III		32.45	21040 - Material Expediter		22.97
13041 - Illustrator I		21.42	21050 - Material Handling Laborer		12.57***
13042 - Illustrator II		26.53	21071 - Order Filler		10.62***
13043 - Illustrator III		32.45	21080 - Production Line Worker (Food Processing)		15.36***
13047 - Librarian		29.38	21110 - Shipping Packer		17.12***
13050 - Library Aide/Clerk		17.05***	21130 - Shipping/Receiving Clerk		17.12***
13054 - Library Information Technology Systems Administrator		26.53	21140 - Store Worker I		15.83***
13058 - Library Technician		18.11	21150 - Stock Clerk		22.26
13061 - Media Specialist I		19.15	21210 - Tools And Parts Attendant		15.36***
13062 - Media Specialist II		21.42	21410 - Warehouse Specialist		15.36***
13063 - Media Specialist III		23.87	23000 - Mechanics And Maintenance And Repair Occupations		
13071 - Photographer I		19.15	23010 - Aerospace Structural Welder		25.04
13072 - Photographer II		21.42	23019 - Aircraft Logs and Records Technician		19.47
13073 - Photographer III		26.53	23021 - Aircraft Mechanic I		23.84
13074 - Photographer IV		32.45	23022 - Aircraft Mechanic II		25.04
13075 - Photographer V		39.27	23023 - Aircraft Mechanic III		26.30
13090 - Technical Order Library Clerk		21.42	23040 - Aircraft Mechanic Helper		16.58***
13110 - Video Teleconference Technician		19.15	23050 - Aircraft, Painter		22.39
14000 - Information Technology Occupations			23060 - Aircraft Servicer		19.47
14041 - Computer Operator I		15.71***	23070 - Aircraft Survival Flight Equipment Technician		22.39
14042 - Computer Operator II		17.22	23080 - Aircraft Worker		21.03
14043 - Computer Operator III		19.19	23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
14044 - Computer Operator IV		21.33	23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
14045 - Computer Operator V		23.62	23110 - Appliance Mechanic		19.46
14071 - Computer Programmer I (see 1)	(see 1)	15.73***	23120 - Bicycle Repairer		15.61***
14072 - Computer Programmer II (see 1)	(see 1)	19.50	23125 - Cable Splicer		22.47
14073 - Computer Programmer III (see 1)	(see 1)	23.84	23130 - Carpenter, Maintenance		17.58
14074 - Computer Programmer IV (see 1)	(see 1)		23140 - Carpet Layer		18.20
14101 - Computer Systems Analyst I (see 1)	(see 1)	24.23	23160 - Electrician, Maintenance		19.37
14102 - Computer Systems Analyst II (see 1)	(see 1)		23181 - Electronics Technician Maintenance I		18.20
14103 - Computer Systems Analyst III (see 1)	(see 1)		23182 - Electronics Technician Maintenance II		19.46
14150 - Peripheral Equipment Operator		15.71***	23183 - Electronics Technician Maintenance III		20.72
14160 - Personal Computer Support Technician		21.33	23260 - Fabric Worker		16.94***
14170 - System Support Specialist		21.24	23290 - Fire Alarm System Mechanic		16.77***
15000 - Instructional Occupations			23310 - Fire Extinguisher Repairer		15.61***
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23		23311 - Fuel Distribution System Mechanic		20.72
15020 - Aircrew Training Devices Instructor (Rated)	29.32		23312 - Fuel Distribution System Operator		15.61***
15030 - Air Crew Training Devices Instructor (Pilot)	34.91		23370 - General Maintenance Worker		13.24***
15050 - Computer Based Training Specialist / Instructor	24.23		23380 - Ground Support Equipment Mechanic		23.84
15060 - Educational Technologist	29.40		23381 - Ground Support Equipment Servicer		19.47
15070 - Flight Instructor (Pilot)	34.91				

OCCUPATION CODE – TITLE	FOOTNOTE	RATE	OCCUPATION CODE – TITLE	FOOTNOTE	RATE
23382 - Ground Support Equipment Worker		21.03	28042 - Carnival Equipment Repairer		14.46***
23391 - Gunsmith I		15.61***	28043 - Carnival Worker		9.78***
23392 - Gunsmith II		18.20	28210 - Gate Attendant/Gate Tender		13.18***
23393 - Gunsmith III		20.72	28310 - Lifeguard		11.01***
23410 - Heating, Ventilation And Air-Conditioning Mechanic		19.27	28350 - Park Attendant (Aide)		14.74***
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)		20.50	28510 - Recreation Aide/Health Facility Attendant		11.84***
23430 - Heavy Equipment Mechanic		19.50	28515 - Recreation Specialist		18.26
23440 - Heavy Equipment Operator		18.10	28630 - Sports Official		11.74***
23460 - Instrument Mechanic		20.72	28690 - Swimming Pool Operator		17.71
23465 - Laboratory/Shelter Mechanic		19.46	29000 - Stevedoring/Longshoremen Occupational Services		
23470 - Laborer		12.57***	29010 - Blocker And Bracer		26.02
23510 - Locksmith		19.46	29020 - Hatch Tender		26.02
23530 - Machinery Maintenance Mechanic		23.13	29030 - Line Handler		26.02
23550 - Machinist, Maintenance		20.72	29041 - Stevedore I		24.21
23580 - Maintenance Trades Helper		11.77***	29042 - Stevedore II		27.82
23591 - Metrology Technician I		20.72	30000 - Technical Occupations		
23592 - Metrology Technician II		22.03	30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		43.06
23593 - Metrology Technician III		23.33	30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		29.69
23640 - Millwright		20.72	30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		32.70
23710 - Office Appliance Repairer		19.46	30021 - Archeological Technician I		18.17
23760 - Painter, Maintenance		17.04***	30022 - Archeological Technician II		20.33
23790 - Pipefitter, Maintenance		19.96	30023 - Archeological Technician III		25.19
23810 - Plumber, Maintenance		18.75	30030 - Cartographic Technician		25.19
23820 - Pneudraulic Systems Mechanic		20.72	30040 - Civil Engineering Technician		25.19
23850 - Rigger		20.72	30051 - Cryogenic Technician I		27.89
23870 - Scale Mechanic		18.20	30052 - Cryogenic Technician II		30.80
23890 - Sheet-Metal Worker, Maintenance		19.55	30061 - Drafter/CAD Operator I		18.17
23910 - Small Engine Mechanic		18.20	30062 - Drafter/CAD Operator II		20.33
23931 - Telecommunications Mechanic I		19.96	30063 - Drafter/CAD Operator III		22.66
23932 - Telecommunications Mechanic II		21.24	30064 - Drafter/CAD Operator IV		27.89
23950 - Telephone Lineman		20.62	30081 - Engineering Technician I		16.19***
23960 - Welder, Combination, Maintenance		19.96	30082 - Engineering Technician II		18.17
23965 - Well Driller		21.13	30083 - Engineering Technician III		20.33
23970 - Woodcraft Worker		20.71	30084 - Engineering Technician IV		25.19
23980 - Woodworker		15.61***	30085 - Engineering Technician V		30.80
24000 - Personal Needs Occupations			30086 - Engineering Technician VI		37.27
24550 - Case Manager		15.01***	30090 - Environmental Technician		25.19
24570 - Child Care Attendant		10.09***	30095 - Evidence Control Specialist		25.19
24580 - Child Care Center Clerk		13.25***	30210 - Laboratory Technician		22.66
24610 - Chore Aide		14.06***	30221 - Latent Fingerprint Technician I		27.89
24620 - Family Readiness And Support Services Coordinator		15.01***	30222 - Latent Fingerprint Technician II		30.80
24630 - Homemaker		16.12***	30240 - Mathematical Technician		25.19
25000 - Plant And System Operations Occupations			30361 - Paralegal/Legal Assistant I		19.54
25010 - Boiler Tender		22.79	30362 - Paralegal/Legal Assistant II		24.21
25040 - Sewage Plant Operator		22.89	30363 - Paralegal/Legal Assistant III		29.61
25070 - Stationary Engineer		22.79	30364 - Paralegal/Legal Assistant IV		35.83
25190 - Ventilation Equipment Tender		15.72***	30375 - Petroleum Supply Specialist		30.80
25210 - Water Treatment Plant Operator		22.89	30390 - Photo-Optics Technician		24.92
27000 - Protective Service Occupations			30395 - Radiation Control Technician		30.80
27004 - Alarm Monitor		10.90***	30461 - Technical Writer I		25.19
27007 - Baggage Inspector		9.63***	30462 - Technical Writer II		30.80
27008 - Corrections Officer		14.59***	30463 - Technical Writer III		37.27
27010 - Court Security Officer		14.59***	30491 - Unexploded Ordnance (UXO) Technician I		27.37
27030 - Detection Dog Handler		10.90***	30492 - Unexploded Ordnance (UXO) Technician II		33.11
27040 - Detention Officer		14.59***	30493 - Unexploded Ordnance (UXO) Technician III		39.69
27070 - Firefighter		14.59***	30494 - Unexploded (UXO) Safety Escort		27.37
27101 - Guard I		9.63***	30495 - Unexploded (UXO) Sweep Personnel		27.37
27102 - Guard II		10.90***	30501 - Weather Forecaster I		27.89
27131 - Police Officer I		14.59***	30502 - Weather Forecaster II		33.93
27132 - Police Officer II		16.21***	30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)		22.66
28000 - Recreation Occupations			30621 - Weather Observer, Senior (see 2)		25.19
28041 - Carnival Equipment Operator		13.24***	31000 - Transportation/Mobile Equipment Operation Occupations		
			31010 - Airplane Pilot		33.11
			31020 - Bus Aide		8.97***

OCCUPATION CODE – TITLE	FOOTNOTE	RATE
31030 - Bus Driver		11.73***
31043 - Driver Courier		10.26***
31260 - Parking and Lot Attendant		9.91***
31290 - Shuttle Bus Driver		11.65***
31310 - Taxi Driver		11.41***
31361 - Truckdriver, Light		11.21***
31362 - Truckdriver, Medium		12.16***
31363 - Truckdriver, Heavy		16.11***
31364 - Truckdriver, Tractor-Trailer		16.11***
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.14***
99030 - Cashier		10.01***
99050 - Desk Clerk		9.71***
99095 - Embalmer		27.37
99130 - Flight Follower		27.37
99251 - Laboratory Animal Caretaker I		24.31
99252 - Laboratory Animal Caretaker II		26.56
99260 - Marketing Analyst		21.54
99310 - Mortician		27.37
99410 - Pest Controller		16.07***
99510 - Photofinishing Worker		14.38***
99710 - Recycling Laborer		17.32
99711 - Recycling Specialist		23.38
99730 - Refuse Collector		16.40***
99810 - Sales Clerk		10.63***
99820 - School Crossing Guard		17.96
99830 - Survey Party Chief		23.99
99831 - Surveying Aide		13.65***
99832 - Surveying Technician		17.73
99840 - Vending Machine Attendant		24.31
99841 - Vending Machine Repairer		30.96
99842 - Vending Machine Repairer Helper		24.31

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (Either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be confirmed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal Grade Equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be

submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(iii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
)SS.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement -is made pursuant to 2 GAR Division 4 **111** 08(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 **111** 08(h).

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

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

Subscribed and sworn to before me
this _____ day of _____ 20____.

NOTARY PUBLIC
My commission expires _____

SPECIAL PROVISIONS

RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS TO GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT PROPERTY

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25: Title 9 of Guam Code Annotated, or of an offense defined in Article 2, Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed in the Sex Offender Registry, shall provide services on behalf of the service provider while on Government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on Government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on Government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder/Offeror
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Date

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

SUBCONTRACTOR UTILIZATION FORM

IFB NO. _____

PROJECT TITLE:

NAME OF PRIME OFFEROR:

E-MAIL ADDRESS:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

The following subcontractors¹ (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):

Company Name, Address, Phone
Number, And E-Mail Address:

Type Of Work to be Performed:

Estimated Dollar Amount of
Subcontract:

I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the government of Guam.

Signature of Offeror (Prime Contractor)

Date

Print Name

Title

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services to a prime contractor or higher tier subcontractor under a contract awarded or to be awarded by the government of Guam.

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Government of Guam IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Offerors under Contract or proposing to enter into a Contract with PAG must comply with the "Conflict of Interest Guidelines" attached to this solicitation. The definitions of terms used in this COI Disclosure Form shall be those provided in the Conflict-of-Interest Guidelines (note that "Public Employee" includes all PAG employees).

This COI Disclosure Form is submitted in response to:

- ☐ PAG RFP# _____ [or] IFB# _____ (check only one)
- ☐ Contract # _____ (if applicable)
- ☐ Changes to COI Disclosure Form previously submitted for RFP # _____ IFB # _____ (check only one), or Contract # _____ (if applicable)

This COI Disclosure Form must be signed in ink by an authorized representative of Offeror to certify that it is correct. An Offeror's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

- (a) the Offeror's disclosures are complete, accurate, and not misleading.
- (b) the Offeror has provided the COI Guidelines to all Associates and Subcontractors (if any) and this form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as an Authorized Representative for the Offeror identified below:

Complete Legal Name of Offeror: _____

Address: _____

Telephone: _____ Fax No: _____

Signature: _____ Date: _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

Please add additional sheets as necessary to respond to the "Comments" field.

1. a) Is any Associate of the Offeror a former employee of PAG within the last year? No ☐ Yes ☐
- b) Is any Associate of the Offeror a Relative or Member of the Household of a current PAG employee that had or will have any involvement with this Procurement or Contract Authorization? No ☐ Yes ☐

If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former PAG Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

2. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with regard to any known member of an PAG Procurement evaluation or selection team?
No ☐ Yes ☐ Comments: _____
3. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? No ☐ Yes ☐ Comments: _____

4. Does the Offeror or any Associate of the Offeror have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational"), with respect to the Procurement or award of this Contract or performing the work for PAG or acquisition of any real property for the Project? **No** ☐ **Yes** ☐ **Comments:** _____
5. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby? **No** ☐ **Yes** ☐ **Comments:** _____
6. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the two-year period? **No** ☐ **Yes** ☐ **Comments:** _____
7. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for PAG?
No ☐ **Yes** ☐ **Comments:** _____
8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? **No** ☐ **Yes** ☐
If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Offeror have any financial or other interest in the outcome of this Project; and/or does the Offeror have any agreement, enforceable promise, or guarantee to provide any future work on this Project?
No ☐ **Yes** ☐ **Comments:** _____
9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.)
No ☐ **Yes** ☐ **N/A** ☐ **Comments:** _____
10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
No ☐ **Yes** ☐ **N/A** ☐ **Comments:** _____
11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with PAG for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?
No ☐ **Yes** ☐ **Comments:** _____

SPACE FOR ADDITIONAL COMMENTS TO ANY QUESTIONS ABOVE (PLEASE LIST QUESTION NUMBER AND CORRESPONDING COMMENT):

**(COI FORM FOR RELATIVES AND FORMER PAG EMPLOYEES –
ROLES AND SIGNATURES LISTING IS LOCATED ON THE NEXT PAGE)**

Relatives and Former PAG Employees - Roles and Signatures

For each employee of the Offeror that was employed by PAG within the last year, state the job the employee performed for PAG, the role the employee now serves for the Offeror and the date the employee left PAG. Use Part B for Offeror Associates with Relatives or Members of the Household working for PAG that have had or will have involvement with this Procurement or Contract.

PART A: EMPLOYEES THAT LEFT PAG IN THE LAST YEAR.			
EMPLOYEE NAME/SIGNATURE	JOB PERFORMED FOR PAG	CURRENT ROLE WITH OFFEROR	DATE LEFT PAG
Name: _____ Sign: _____ Involved with this Procurement on behalf of PAG? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ Involved with this Procurement on behalf of PAG? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ Involved with this Procurement on behalf of PAG? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Part B: Identify Associates of the Offeror that are Relatives or Members of the Household of PAG employees currently working for PAG, if the PAG employee had or will have any involvement with this Procurement or Contract.			
Offeror Associate's Name	Name and Relationship of Relative or Member of Household Employed at PAG	Role at PAG	PAG employee's Role with this Procurement

(Make copies of this page as necessary to list additional employees or associates.)

CONFLICT OF INTEREST GUIDELINES

Offerors shall follow these Conflict of Interest (COI) Guidelines when submitting any Proposal in response to a federally funded PAG solicitation or procurement or when entering into any federally funded Contract with PAG. The Contractor shall follow these COI Guidelines throughout the period during which the Proposal/Bid is open or the Contract is in effect. An Offeror shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Proposal or Contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The PAG will follow and apply these COI Guidelines when conducting PAG procurements.

1. Definitions.

The definitions that apply to these COI Guidelines and the PAG's COI Disclosure Form are at the end of this document.

2. Required Disclosures.

Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply (note that for the purposes of these COI Guidelines "Public Employee" includes all PAG employees):

- an Offeror or any of its Associates have any Apparent, Potential or Actual Conflicts of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- an Offeror has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential or Actual Conflict of Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submittal of a complete and signed COI Disclosure Form.
- the response to any of the following questions is "yes" (with respect to a Procurement or current Contract with PAG):
 1. Is any Associate of the Offeror a former employee of PAG (within the last year)?
 2. Is any Associate of the Offeror a Relative or Member of the Household of a current employee of PAG who had or may have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor's performance?
 3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with regard to any member of an PAG Procurement evaluation or selection team?
 4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?
 5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with respect to performing the work for PAG?
 6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby?

7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?
8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for PAG?
9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?
10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
11. Has the Offeror or any Associate of the Offeror entered into any contract(s) with PAG for the purpose of advising or assisting in developing any part of the solicitation documents, including specifications, requirements, a scope or statement of work, an invitation to bid, a request for proposals or other documents and materials used in, or related to this procurement?

If none of the foregoing apply, an Offeror shall provide a written and signed certification (specified by PAG) that the Offeror has read and complied with these COI Guidelines and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the PAG, the Offeror shall complete and submit a Correct and signed COI Disclosure Form.

An Offeror shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Offeror performing any services under a Contract.

The COI Disclosure Form is attached to the solicitation as a mandatory form that must be signed and submitted with Offeror's Proposal.

3. Governing Standards.

Both Guam and federal laws govern disclosure and management of conflicts of interest in contracting processes. The disclosure requirements of these COI Guidelines apply to all PAG contracting activities {Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services} without regard to which particular federal or Guam laws govern the activity. There are also Standards of Conduct Policies for conflicts of interest regarding current PAG employees, and the employment of former PAG employees, which are applicable to this procurement, and are explained below.

Standards of Conduct Policy Regarding Former PAG Employees

When employees of firms which compete for or have Contracts with the PAG come to work for the PAG, and when PAG employees go to work for firms which compete for or have Contracts with the PAG, a Potential Conflict of Interest may exist.

Use of a former PAG employee by an Offeror on the same, or substantially similar Procurement, for which the employee performed a role or function for the PAG, unless mitigated to the satisfaction of the PAG, is prohibited for a period of one year following separation of employment with the PAG. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor's performance. The PAG may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate situations, be acceptable to the PAG include separation of certain decision-making functions concerning the Project, not

using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with PAG staff formerly under his/her supervision.

For each Procurement, Offerors shall disclose to PAG the identification of any of Offeror's employee(s) that had been employed by PAG within the twelve-month period prior to the submission date for the Proposal or bid. Each Offeror's disclosure shall include a signed statement by the former PAG employee of their proposed role for the Offeror in the particular Procurement and any resulting Contract. The knowing failure of an Offeror to disclose such relationship or to remedy such potential violation will result in the rejection of the Offeror's Proposal or cancellation of any awarded Contract with the PAG as well as constituting grounds for cancellation of any Offeror's pre-qualification status, or designation of an Offeror as ineligible for future Procurements as a non-responsible bidder or offeror. (Also see below regarding the ban on any direct beneficial or financial interest.)

Standards of Conduct Regarding Current PAG Employees Conflicts of Interest

The Guam Procurement Law statutory and regulatory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Guam's general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Employees:

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.
- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.
- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers and Public Employees of the government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything valued in excess of \$200 based on an understanding that the offer would influence the public employee's official action or judgment.
- 5 GCA § 5632(a) provides the following: "Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission."
- 5 GCA § 5632(c) and (d) provide the following: "(c) Disqualification of Business When an Employee Has a Financial Interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Territory, in connection with any:
 - (1) judicial or other proceeding, application, request for a ruling or other determination;
 - (2) contract;
 - (3) claim; or
 - (4) charge or controversy; in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise, or which is the subject of the employee's official responsibility, where the Territory is a party or has a direct and substantial interest.

(d) Selling to the Territory After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed Twelve Thousand Dollars (\$12,000.00),

to engage in selling or attempting to sell supplies, services other than personal services, or construction to the Territory for ninety (90) days following the date employment ceased.

The term sell as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory."

- 4 GCA § 15201 states: "No employee shall solicit, accept, or receive, directly or indirectly, any gift valued singly or in the aggregate from a single source in excess of \$200, whether in the form of money, prize, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, when a reasonable person would infer that the gift is intended to influence the employee in the performance of that individual's official duties or is intended as a reward for any official action on that individual's part."
- 4 GCA § 15204 (a), (b), (c), and (d) provide: "No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

(a) seeking other employment or contract for services by the use or attempted use of the individual's office or position;

(b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;

(c) using government time, equipment, or other facilities for private business purposes;

(d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in official capacity."

- 4 GCA § 15205 (a), (b), (c), (d), and (e) provide: "Conflicts of Interest.

(a) No employee shall take any official action directly affecting:

(1) business or other undertaking in which the employee has a financial interest; or

(2) private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity. A department head who is unable to be disqualified on any matter described in item (1) or (2) of this Subsection may be in violation of this Subsection even if the individual has complied with the disclosure requirements of § 15208; and a person whose position on a board, commission or committee is mandated by statute, resolution or executive order to have particular qualifications shall only be prohibited from taking official action that directly and specifically affects a business or undertaking in which such person has a financial interest; provided that the financial interest is related to the member's particular qualifications.

(b) No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.

(c) No employee shall assist any person or business or act in a representative capacity before any territorial agency for any compensation in any transaction involving the Territory.

(d) No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or other transaction or proposal in which the employee has participated or will participate as an employee, nor shall the employee assist any person, or business, or act in a representative capacity for a fee or other compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

(e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency

if the employee has official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”

- 4 GCA § 15206 states: “Contracts.

(a) A territorial agency shall not enter into any contract with an employee or with a business in which an employee has a controlling interest, unless the contract has been awarded through an open, public process. A territorial agency may, however, enter into such contract without resort to competitive bidding process when, in the opinion of the General Services Agency or the procurement officer of that branch of government, the property or services does not fall within the purview of competitive bidding; provided that written justification for the non-competitive award of such contract be made a matter of public record and shall be filed with the Guam Ethics Commission at least ten (10) days before such contract is entered into. With regards to members of boards, commissions, and committees, this Subsection shall apply only to contracts entered into between a business in which a member has a controlling interest and a territorial agency in which the board, commission, or committee to which the individual is appointed has jurisdiction.

(b) A territorial agency shall not enter into a contract with any person or business which is represented or assisted in a material manner in the matter by a person who has been an employee of that agency within the preceding twelve (12) months and who participated while in 8 territorial office or employment in a material manner in the matter with which the contract is directly concerned.”

PAG’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in Guam’s Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the government of Guam, The Guam Department of Administration Personnel Code of Conduct and PAG’s afore-listed Standards of Conduct Policies or any other applicable governmental ethics policies.

The one-year prohibition against a Public Employee having a direct beneficial financial interest in a public contract as provided in 5 GCA § 5632(b) would generally preclude the person from working under the public contract and from representing the Offeror in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Offeror (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest, however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

Standards of Conduct for Offerors and Contractors, and Organizational Conflicts of Interest Policy

It is the policy of PAG to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an Offeror’s judgment; and (2) Preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any PAG contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest. This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system’s development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors’ operations, and resolving technical controversies.

In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.

- A conflict of interest exists when an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation covering non-developmental items, to be used in a competitive procurement, and also submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial contract.
- If a single contractor develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way the Government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.
- When an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless:
 - (i) It is the sole source;
 - (ii) It has participated in the development and design work; or
 - (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
- Agencies should normally prepare their own statements of work, and scopes of services. When contractor assistance is necessary to develop, prepare, furnish, or draft any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:
 - (i) It is the sole source;
 - (ii) It has participated in the development and design work; or
 - (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
- It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

The following situations are not considered to constitute organizational conflicts of interest. This list is not exhaustive:
- In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the Government. In many instances the Government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence this is not considered an organizational conflict of interest.

- It is not an organizational conflict of interest for Offerors that furnish, at Government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.
- It is not an organizational conflict of interest where Offerors, acting as industry representatives, help Government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by Government representatives.

It is further the policy of PAG to restrict Offeror's use of confidential or proprietary information obtained from previous affiliations with the PAG or the Government when competing for PAG contracts. When a contractor requires proprietary information to perform a government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the Government or contractor from other sources without restriction.

In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide PAG with copies of these agreements and ensure that they are properly executed.

Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to PAG on the COI Disclosure Form.

Specific Federal Standards — Procurements Related to Design-Build and Design-Bid-Build

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR Part 636, are used as the basis for PAG's guidelines on the subject and specifically regulate both Organizational and Individual Conflicts of Interest. PAG's COI Guidelines incorporate a number of concepts from these federal provisions.

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also "any contract for engineering services, inspection or technical support in the administration of the Design-Build contract." Following is a summary of this federal rule (PAG's COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement, if the consultant furnished only "low-level" documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP. These Design-Build regulations also apply to "improper business practices and personal conflicts of interest" of the PAG's selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations ("FARs" - specifically 48 CFR Part 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state's selection team members in the absence of relevant state laws and procedures. These regulations require government business to be "above reproach," conducted "with complete impartiality and with preferential treatment for none" and with "the highest degree of public trust and an impeccable standard of conduct" to avoid "even the appearance of a conflict of interest." In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily the consulting Offeror providing the engineering services is not eligible to bid on the construction work for the Project.

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or to be acquired for a Project unless such interest is openly disclosed upon the records of PAG and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of PAG (see 23 CFR § 1.33).

Specific Federal Standards - National Environmental Policy Act (NEPA)

No Offeror preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS) may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee or expectation of future work on the Project as well as any indirect benefit the Offeror is aware of such as if the Project would aid proposals sponsored by the Offeror's other clients. Compliance with 40 C.F.R. 1506.5(c) is required, which includes the requirement for a conflict-of-interest disclosure statement from each Offeror establishing that the Offeror does not have a financial or other interest in the Project.

4. COI Considerations Related to Previous Work on Projects.

No Offeror that has previously performed services on behalf of PAG for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless PAG is satisfied in its sole discretion that:

- (a) such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs);
- (b) such services included only Low-Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP;
- (c) such services did not provide the Offeror with access to or knowledge of PAG confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement;
- (d) the prior Contract and information provided to the Offeror in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Proposers;
- (e) the work product from the Offeror incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Proposers; and
- (f) any environmental documents prepared by the Offeror have been determined to be objective, and that the PAG demonstrated independent decision-making authority during the environmental process.

In such instances where PAG is satisfied in the manner described above, PAG may still, in its sole discretion, restrict the scope of Procurement services for which the Offeror shall be eligible to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict of Interest exists. All COI Disclosure Forms will be considered public records, as permitted under Guam's Procurement Law.

5. COI Disclosure Process.

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal to PAG, during the Procurement Process, and during the time of performance of any awarded Contract with PAG. If submittal of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict of Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or

Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

An Offeror shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Offeror. An Offeror may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required with the proposal applies the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts of Interest are joint tasks among PAG, the Offeror and the Offeror's team. An Offeror must work together with PAG in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with PAG. PAG makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Offeror.

PAG's COI determination is based on a number of factors such as:

- ✓ Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- ✓ Type of Work - specific product or service and Contract(s) involved
- ✓ Relationship to Management - specific interactions with PAG decision-makers
- ✓ Public Disclosure - timing and availability of product or service

The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be directly applicable to another. For example, the definition of "low-level" documents does not isolate an Offeror producing such documents from a potential COI situation. The ultimate determination will take into account the other factors described above.

6. Examples of Conflict-of-Interest Situations.

PAG offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract, Purchase Request, Purchase Order, or any Contract entered into between PAG and an Offeror, or during any government of Guam Procurement process, in order to provide guidance to Offerors as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror's reports to PAG on the Project are available to the public. A multi-specialty engineering Offeror that is the parent company of the geotechnical engineering Offeror submits a proposal to design the overall Project. Depending on the particular mitigating facts, PAG might determine in writing that the multi-specialty engineering Offeror is eligible to propose.
2. PAG seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Offerors employed a senior official from PAG who played a significant role in providing direction for the solicitation, six months ago. PAG initially assesses this situation as a potential Organizational Conflict of Interest and provides information to potential Proposers of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying PAG, will not engage in any activities that would violate the PAG Code of Conduct Policy for the prescribed one-year period, and for a period of one year will not have a direct beneficial interest in the contract. Depending on the particular facts, PAG might determine that, while the proposing Offeror has a potential Organizational Conflict of Interest, that conflict has been adequately mitigated and the Offeror will not be disqualified from submitting a proposal.
3. PAG issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer's desire to bid. PAG initially assesses this situation as an Organizational Conflict of Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and PAG informs potential Proposers of

its concern related to this type of conflict via addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that address PAG's concerns about the conflict. Depending on the particular facts, PAG determines that the company has an actual conflict of interest.

4. PAG seeks advice of an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Offeror that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, PAG might determine that the role of the Offeror was to represent the industry in the context of a public meeting where other Offerors were invited to submit comments, and that the Offeror therefore does not have an Organizational Conflict of Interest.
5. PAG contracts with an A&E Offeror to develop "low-level" documents prior to establishing a schedule for an RFP in which the "low level" documents, still under development, will be used by prospective Proposers. The A&E Offeror has attended the pre-proposal meeting and wishes to propose on the RFP. PAG determines that the company has a potential Organizational Conflict of Interest because of the fact that the low-level documents have not been made public and the Offeror will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on an PAG website prior to the RFP release. PAG determines that the potential conflict has been adequately managed and the Offeror will not be disqualified from submitting a proposal or being part of the proposing team.
6. PAG contracts with a consulting Offeror to assist PAG in the development of an RFP and sample Contract for a Design-Build Procurement for construction of certain Transportation Projects. The Offeror has close contact with PAG decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Offeror with all management and technical personnel. The Offeror will not be able to submit a proposal in the design-build Procurement, or participate as a team member with an Offeror submitting a proposal in response to the RFP.
7. PAG seeks comprehensive program management services for a series of Transportation Projects. Prior to release of the RFP, PAG shared its interpretation of the applicable conflict of interest requirements with the industry. One of the proposing Offerors has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Offeror describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates or the controls placed on the principal Subcontractor-affiliate relationship. Furthermore, the proposing Offeror has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e., design, source selection, award of Contract, etc.). PAG may conclude the proposing Offeror does not have a conflict of interest that detracts from its eligibility for the program management award. PAG may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the measures and information provided by the proposing Offeror. As a result, if the proposing Offeror is awarded the program management Contract, the related construction company will be ineligible for construction work under the program. This determination will depend upon the precise relationship between the related entity and the Proposer.
8. Completion of a project may encourage construction of a shopping center or industrial park from which an Offeror stands to benefit. If an Offeror is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.
9. PAG issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing on the design services owns XYZ Inc., a subsidiary that provides program management services to PAG under a separate contract. PAG's intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E

design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for award of the A&E design contract.

10. PAG issues an IFB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to PAG under a separate contract. PAG's intent, as advertised in the IFB, is to use XYZ Inc. for administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for award of the construction contract.

DEFINITIONS

The following definitions apply to these COI Guidelines and the PAG's COI Disclosure Form:

"Actual Conflict of Interest" means that an individual or Offeror is unable to render impartial assistance or advice to PAG, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. "Actual Conflict of Interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the ORS Chapter 244 definition for "Potential Conflict of Interest" (see definition below).

"Affiliate" (of an Offeror) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Offeror.

"Apparent Conflict of Interest" means that an individual or Offeror may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict of Interest.

"Associate" (of the Offeror) means an employee, executive, director, key project personnel, consultant, contractor, or Subcontractor, or any immediate family member of the foregoing.

"Authorization" (of the Contract). A public contract is authorized by a Public Employee if the Public Employee participated substantially in the procurement selection process or performed a significant role in the selection of an Offeror or the execution of the Contract. A significant role includes recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

"Bidder" means a legally operating business entity submitting a bid in response to a Procurement solicitation.

"Conflict of Interest" or "COI" means an Individual Conflict of Interest or Organizational Conflict of Interest and includes an Actual, Potential, or Apparent Conflict of Interest.

"COI Disclosure Form" means a manually signed disclosure of any Actual Conflict of Interest, Apparent Conflict of Interest or Potential Conflict of Interest documented in the form of PAG's COI Disclosure Form.

"COI Guidelines" refers to this document and all references herein.

"Contract" means an Agreement, Contract, Purchase Request (PR), Work Order Contract (WOC), Purchase Order (PO), or any other type agreement with PAG, regardless of what it may be called, for the procurement or disposal of supplies, services, or construction.

"Contractor" means a legally operating business entity that has been awarded a contract in response to a Procurement.

"Correct" means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

“Offeror” means a Proposer or Bidder under a Procurement solicitation, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. An Offeror includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

“Member of the Household” (of the Public Employee) means any person who resides with the Public Employee.

“Individual Conflict of Interest” means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

“Interest” (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

“Low-Level Document” means A&E, non-A&E and IT program or Project-related documents which provide a basic understanding of a specific aspect of the program or Project. With regard to A&E and related services, it means that the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the solicitation, and did not include assistance in development of instructions to offerors or evaluation criteria.

“Organizational Conflict of Interest” means that a relationship or situation exists whereby an Offeror or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with PAG and which: (a) diminish the Offeror’s or an Associate’s capacity to give impartial, technically sound, objective assistance or advice; (b) may impair the Offeror’s or an Associate’s objectivity in performing the Contract; (c) may impair PAG’s objectivity in oversight of the Contractor’s performance; or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

“Potential Conflict of Interest” means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. “Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position; (b) any action in the person’s official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

“Procurement” means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by PAG.

“Project” means any proposed or existing undertaking pertaining to such programs that are assigned to PAG under applicable law.

“Proposal” means a bid, proposal, or other submission appropriate to a Procurement.

“Proposer” means a legally operating business entity submitting a Proposal in response to a Procurement.

“Public Disclosure” means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

“Public Employee” means any person who is serving the government of Guam or any of its political subdivisions or any other governmental body as defined in 5 GCA § 5125 as an elected official, appointed official, employee, agent, or

otherwise, irrespective of whether the person is compensated for the services. (For the purposes of these COI Guidelines, all PAG employees are considered Public Employees under this definition.)

"Relative" (of a Public Employee) means:

- the Public Employee's spouse or domestic partner;
- the children, siblings, spouses of siblings or parents of the Public Employee or the Public Employee's spouse;
or
- any individual for whom the Public Employee has a legal support obligation or for whom the Public Employee provides benefits arising from the Public Employee's public employment or from whom the Public Employee receives benefits arising from that individual's employment.

"Subcontractor" means a contractor or subcontractor at any tier lower than the awarded Contractor.

VOLUME 4
**SAMPLE CONSTRUCTION AGREEMENT &
PERFORMANCE AND PAYMENT BOND FORM**

**AGREEMENT
BETWEEN
JOSE D. LEON GUERRERO COMMERCIAL PORT
AND
CONTRACTOR**

THIS AGREEMENT ("Agreement") is entered into by and between the **JOSE D. LEON GUERRERO COMMERCIAL PORT**, also known as the **PORT AUTHORITY OF GUAM**, a public corporation and autonomous instrumentality of the Government of Guam, whose address is 1026 Cabras Highway, Suite 201, Piti, Guam 96915 (the "Port"), and **CONTRACTOR** ("Contractor"), a Guam corporation authorized and licensed to do business in Guam, whose address is XXX E. Harmon Industrial Park Road Units XXX, Tamuning, Guam 969XX, with reference to the following facts:

RECITALS

A. The Port previously issued an Invitation for Bid Seeking Construction Services work for the **WAREHOUSE NO.1 MAINTENANCE PROJECT**, under the **Invitation for Bid PAG-CIP-024-004**, a copy of which is attached to this Agreement as **EXHIBIT 1** and incorporated herein by this reference (the "IFB").

B. Pursuant to the IFB, the Port solicited sealed bids from qualified bidders for the **WAREHOUSE NO.1 MAINTENANCE PROJECT**, under the **Invitation for Bid PAG-CIP-024-004**.

C. Contractor responded to the IFB by submitting a bid to provide the services described in the IFB, a copy of which is attached to this Agreement as **EXHIBIT 2** and incorporated herein by this reference (the "Bid"), and was selected by the Port as the lowest and most responsible and responsive qualified bidder.

D. The Port and Contractor have agreed to execute this Agreement in order to memorialize the terms and conditions on which Contractor shall provide the Construction Services to the Port.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. SERVICES TO BE PERFORMED

1.1 Scope of Work. Contractor shall provide the services identified in the IFB and incorporated by reference as if fully set forth therein; and Contractor shall provide status reports on the services performed and required under this Agreement upon request by the Port. Contractor acknowledges and agrees that failure to promptly and satisfactorily perform all the services required under this Agreement constitutes a material breach of this Agreement.

1.2 Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents and warrants that it and its employees possess the professional and technical expertise and knowledge, resources and experience to perform the services described herein in a professional, skillful and diligent manner. The Port may, in its sole discretion, provide staff assistance to Contractor in furtherance of this Agreement. Contractor acknowledges and agrees that its employees, agents and all other personnel engaged to provide the services hereunder shall be informed of all relevant provisions of this Agreement.

1.3 Location of Services. Except as otherwise approved by the Port, the site for services rendered under this Agreement shall be the Port Authority of Guam, Cabras Hwy., Piti, Guam and the Port's property in the jurisdiction of Piti at the Port Authority of Guam Compound and Administrative Bldg.

1.4 Site Condition Contractor's Responsibility. Contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the services under this Agreement can and shall 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 solely at Contractor's own cost and expense, anything in this Agreement to the contrary notwithstanding.

2. TERMS OF AGREEMENT

2.1 Completion of Services. This Agreement shall be effective on the last signature date set forth on the signature page below, and shall continue until Contractor completes all services required hereunder unless earlier

terminated in accordance with the terms of this Agreement. Contractor shall commence the performance of services required hereunder upon its receipt of a Notice to Proceed issued by the Port, and Contractor shall complete all required services under this Agreement within **Five Hundred Forty (540) calendar days from the issuance of a Notice to Proceed by the Port.**

2.2 Liquidated Damages. Contractor acknowledges and agrees that any delays in the completion of the services required hereunder shall subject Contractor to liquidated damages. For each day beyond the expiration of the **Five Hundred Forty (540) calendar day** period after the issuance of the Notice to Proceed, Contractor agrees to pay, not as a penalty but as liquidated damages, **One Thousand Dollars and Zero Cents (\$1,000.00)** per day to the Port. The parties agree that the foregoing amount is a reasonable amount for liquidated damages under the circumstances existing at the time this Agreement is entered into and constitutes a reasonable estimate of damages to the Port for any delays in the completion of services.

3. COMPENSATION

3.1 Compensation. In consideration for the services performed under this Agreement, the Port shall pay to Contractor an aggregate amount equal to (DOLLAR AMOUNT \$_____) in accordance with the terms and conditions set forth in this Agreement (the "Compensation"). The Compensation shall include any applicable Gross Receipts Tax. The contract offered is a Firm Fixed-Price contract. This price is not subject to adjustment or increase because of variations in the Contractor's actual cost of performing the work and Services specified in the IFB and contract documents. Any price adjustments may only be made in accordance with valid, approved Change Orders pursuant to the Change Orders Clause of the contract and the Price Adjustment Clause of the contract.

3.2 Payment Terms

(a) IFB. The Port shall pay the Compensation to Contractor in accordance with the terms set forth in the IFB, and more specifically, the General Conditions section of the IFB.

(b) Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to the Port a release in a form approved by the Port of claims against the Port arising under this Agreement. Contractor agrees to expressly waive the provision of section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3.3 Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement.

3.4 No Compensation Prior to Approval of Agreement. Contractor hereby waives any and all claims for any services performed by Contractor prior to (i) the full execution of this Agreement by all parties, and (ii) Contractor's receipt of a Notice to Proceed issued by the Port.

3.5 United States Currency. The Compensation payable to Contractor shall be in the currency of the United States.

4. TERMINATION OF AGREEMENT

A. Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.

1. Default. If Contractor refuses or fails to perform any of the provisions of the contract awarded under this solicitation with such diligence as will ensure its completion within the time specified, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of these terms, PAG may notify Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by PAG, PAG may terminate 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 PAG may procure similar supplies or services in a manner and upon terms deemed appropriate by the PAG. 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 goods or services.

2. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the PAG, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the PAG and the government of Guam has an interest.

3. Compensation. Payment for completed supplies delivered and accepted by PAG shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and the PAG; if the parties fail to agree, the PAG shall set an amount subject to Contractor's rights under Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. PAG may withhold from amounts due Contractor such sums as the PAG deems to be necessary to protect the PAG against loss because of outstanding liens or claims of former lien holders and to reimburse the PAG for the excess costs incurred in procuring similar goods and services.

4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of the contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the PAG within 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; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the PAG shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the government of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

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

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 solicitation or awarded contract.

B. Termination for Convenience

1. PAG may, when the interest of PAG so require, terminate any awarded contract in whole or in part, for the convenience of PAG or the government of Guam. PAG shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

2. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

C. Compensation.

1. Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR, Div. 4, § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If Contractor fails to file a termination claim within one year from

the effective date of termination, the PAG may pay Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

2. The PAG and 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 2 GAR, Div. 4, § 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 the PAG, and the contract price of the work not terminated.

3. Absent complete agreement under Subparagraph (2) of this Paragraph, the PAG shall pay Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- (i) contract prices for services accepted under the Agreement;
- (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) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that Contractor would have sustained a loss if the entire Agreement 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 subcontracts or orders pursuant to Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(b) of this Paragraph;
- (iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement for the termination and settlement of subcontracts thereunder, 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 Agreement.

The total sum to be paid Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of Contractor reduced by the amount of payments otherwise made and the contract price of work not terminated.

4. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Article 7 (Cost Principles) of the Guam Procurement Regulations.

5. CHANGES

A. **Change Order.** The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a change order, may order:

- (1) changes in the services within the scope of the Agreement; and
- (2) changes in the time for performance of the Agreement that do not alter the scope of the Agreement.

All contract change orders must be approved in writing by the Port Authority of Guam on a form approved by Port Authority of Guam to record change orders.

B. **Adjustments of Price or Time for Performance.** The Port Authority of Guam reserves the right to increase or decrease the number of any unit priced quantity as may be deemed reasonable or necessary in order to complete the Services contemplated under this Agreement. If any such change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Standard Price Adjustment Clause of this Agreement. Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Agreement as changed, provided that the government of Guam promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the services, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. All changes must be recorded on a contract change order before they can be included in an application for payment/invoice.

C. **Written Certification.** The Contractor shall not perform any change order in excess of \$5,000 unless it bears, or the Contractor has separately received, a written certification, signed by the Procurement Officer/CEO or other responsible official that funds are available therefor; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

D. **Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the government of Guam is prejudiced by the delay in notification.

E. **Claim Barred After Final Payment.** No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

F. **Claims Not Barred.** In the absence of such a change order, nothing in this clause shall restrict the Contractor's right to pursue a claim arising under the Agreement, if pursued in accordance with the clause entitled Claims Based Upon the Port Authority of Guam's Actions or Omissions or for breach of contract.

6. STANDARD PRICE ADJUSTMENT CLAUSE

A. **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this Agreement 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 Proposal, Agreement, 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 Agreement or subsequently agreed upon;
- 4) in such other manner as the parties may mutually agree; or
- 5) in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer 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 of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

B. **Submission of Cost or Pricing Data.** The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. The Port Authority of Guam may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

7. CONTACT PERSON.

Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible for responding to the questions and direction of the Port. The contact person must be identified in writing within five (5) days after full execution of this Agreement by all parties. The Port reserves the right to request replacement of the contact person designated by Contractor under this Agreement.

8. CONFIDENTIALITY

8.1 **Confidential Information.** Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Confidential Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Confidential Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by Contractor to safeguard the confidentiality of the Confidential Information in conformance with the terms of this Agreement and any applicable federal and local laws, statutes and regulations.

(a) The obligations under this section shall survive termination of this Agreement. Upon termination of this Agreement, all Confidential Information shall be returned promptly to the Port and all copies or derivations of the Confidential Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the return of Confidential Information and documenting the destruction of copies and derivations with the returned Confidential Information.

(b) Contractor shall not enter into any agreements or discussions with a third party concerning the Confidential Information without the prior written consent of the Port, and then only if Contractor requires the third party to agree to the terms of this section and the Confidential Information is provided to such third party only for purposes of enabling Contractor to discharge its responsibilities under this Agreement.

(c) The confidentiality obligations set forth in this section shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Confidential Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Confidential Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order issued by a court of competent jurisdiction.

8.2 Equitable Relief. Contractor (a) acknowledges that any violation of the provisions of this section may cause to the Port immediate and irreparable damage for which the Port cannot be adequately compensated by monetary damages, (b) therefore agrees that in the event of any such breach, the Port shall be entitled to such preliminary or other injunctive relief, an order for specific performance, and any other equitable relief as a court may determine to be appropriate, (c) hereby waives any requirement that the Port post, as a condition or other requirement of obtaining any such equitable relief, a bond or other collateral, and (d) further agrees that such equitable relief shall be in addition to any damages or other remedies provided by law and otherwise available to the Port by reason of Contractor's breach.

9. CONFLICTS OF INTERESTS; ETHICS

9.1 Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

9.2 Notwithstanding any other provision in this Agreement, Contractor acknowledges and agrees that any breach by Contractor of the covenants or warranties in this section shall be deemed a material breach of this Agreement and shall entitle the Port to immediately terminate this Agreement without liability.

10. COMPLIANCE WITH LAWS

10.1 General. Contractor shall comply with all applicable federal and local laws, statutes, regulations and ordinances with respect to this Agreement. Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

10.2 Non-Discrimination in Employment. Contractor agrees (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap, and (ii) to post and to cause any subcontractor to post in a conspicuous place available to employees and applicants for employment, a notice setting forth the substance of clause (i), above.

10.3 Davis Bacon Requirements

10.3.1 Minimum Wages

10.3.1.1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

10.3.1.2 (A) The Port shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Port shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

10.3.1.2 (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Port agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Port to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Port or will notify the Port within the 30-day period that additional time is necessary.

10.3.1.2 (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Port do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Port shall refer the questions, including the views of all interested parties and the recommendation of the Port, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Port or will notify the Port within the 30-day period that additional time is necessary.

10.3.1.2 (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

10.3.1.3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

10.3.1.4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

10.3.2. Withholding. The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Port may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10.3.3 Payrolls and Basic Records.

10.3.3.1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

10.3.3.2 (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Port if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Port. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Port if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Port, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

10.3.3.2 (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

10.3.3.2 (B).1 That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

10.3.3.2 (B).2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

10.3.3.2 (B).3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

10.3.3.2 (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 8.3.3.2(B) of this section.

10.3.3.2(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

10.3.3.3 The contractor or subcontractor shall make the records required under paragraph 10.3.3. of this section available for inspection, copying, or transcription by authorized representatives of the Port or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

10.3.4. Apprentices and trainees

10.3.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

10.3.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions

of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

10.3.4.3 Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

10.3.5 Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

10.3.6 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as **the Port** may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

10.3.7. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. Bidder/Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

10.3.7. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

10.3.8. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10.3.9. Certification of Eligibility.

10.3.9.1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

10.3.9.2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

10.3.9.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

§ 5630. Gratuities and Kickbacks.

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another

person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(c) Contract Clause. The prohibition against gratuities, kickbacks and favors to Guam prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefor.

(d) Favors to Guam. For purposes of this Section, a favor is anything, including raffle tickets, of more than de minimus value and whether intended for the personal enjoyment of the receiver or for the department or organization in which they are employed or for any person, association, club or organization associated therewith or sponsored thereby. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of Guam or for any employee or agent of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of Guam whether or not such favor or gratuity may be considered a reimbursable expense of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

12. RETENTION AND ACCESS TO RECORDS, INSPECTION AND AUDIT REVIEW. The PAG and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services, and audit records at any Contractor or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Contractor's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded contractor is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The Contractor agrees to abide by the following access, audit, and inspection terms:

A. Access to Records and Retention. The Contractor, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract or for three (3) years from the date that all other pending matters are closed, whichever is later, for inspection in Guam or at any reasonable location designated by the PAG or any of their duly authorized representatives, unless the Contractor is notified in writing by the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the PAG to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Each subcontract by the Contractor shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by the PAG. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the PAG or a delegate.

B. Right to Audit. Contractor shall establish and maintain a reasonable accounting system that enables the PAG to readily identify Contractor's assets, expenses, costs of goods, and use of funds. The PAG and any of their authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal, the solicitation, or this Agreement, which are kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including bids of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Contractor shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the PAG and any of their authorized representatives, whether before, during, or after completion of an awarded contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the PAG and any of their authorized representatives. Such records shall be made available to the PAG and any of their authorized representatives during normal business hours at the Contractor's office or place of business without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the PAG and any of their authorized representatives. Contractor shall ensure the PAG and any of their authorized representatives has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the PAG and any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the PAG and any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the PAG and any of their authorized representatives in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the PAG or the entity that conducted the audit for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the PAG may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the PAG and any of their authorized representatives' findings to Contractor.

C. Right to Enter and Inspect. The PAG and any of their authorized representatives may, at any time, without notice, enter and inspect the Contractor's or subcontractor's facilities, place(s) of business, or any place(s) of performance of this Agreement. The PAG and any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work, and records at these locations which are related to the performance of this Agreement, and may conduct any testing deemed necessary to determine the Contractor's or subcontractor's compliance or conformity to the solicitation or contract requirements. Guam may enter and audit the cost or pricing data, books, and records of the Contractor or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations.

13. INDEMNIFICATION

13.1 Indemnification. Contractor shall indemnify and hold the Port and each of its officers, agents, Board members and employees, harmless from and against all claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, and all other liabilities, including reasonable attorneys' fees for the defense thereof, arising from or relating to (i) Contractor's breach or failure to perform any of its obligations under this Agreement, (ii) the inaccuracy of any representation or warranty of Contractor under this Agreement, (iii) any violation of or noncompliance with any federal or local law or regulation by Contractor, or (iv) any act or omission of Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of services under this Agreement.

13.2 No Liability. The Port assumes no liability for any accident, loss, claim, judgment, action or injury that may occur with respect to Contractor, Contractor's officers, directors, agents, servants, subcontractors or employees, or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused by the willful misconduct of the Port. No Board member, officer, agent, or employee of the Port shall be personally liable to Contractor under or by reason of this Agreement or any of its provisions.

14. SUSPENSION OF WORK

14.1 Suspension for Convenience. The Port may order Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Port may determine to be appropriate for the convenience of the territory.

14.2 Adjustment of Cost. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of Port in the administration of this Agreement, or by the failure of the Port to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension, delay, or interruption and this Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:

(a) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Contractor; or

(b) such adjustment is provided for or excluded under any other provision of this Agreement.

14.3 Time Restriction on Claim. No claim under this section shall be allowed:

(a) for any costs incurred more than twenty (20) days before Contractor shall have notified the Port in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(b) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

14.4 Adjustments of Price. Any adjustment in the Compensation payable under this Agreement made pursuant to this section shall be determined in accordance with Section 15 below.

15. PRICE ADJUSTMENT

15.1 Price Adjustment Methods. Any adjustment pursuant to the terms of this Agreement in the Compensation payable under this Agreement, shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in this Agreement or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the applicable clause or provision, plus appropriate profit or fee, all as specified in this Agreement or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the Port of costs attributable to the event or situation covered by the clause or provision, plus appropriate profit or fee, all as computed by the Port in accordance with generally accepted accounting principles and applicable provisions under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 G.C.A. (Legal and Contractual Remedies) of the Guam Procurement Act.

15.2 Submission of Cost or Pricing Data. Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

16. DISPUTES

16.1 PAG and the Bidder/Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Bidder/Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Bidder/Contractor may proceed as though the government had issued a decision adverse to the Bidder/Contractor.

16.2 PAG shall immediately furnish a copy of the decision to the Bidder/Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

16.3 PAG's decision shall be final and conclusive, unless fraudulent or unless the Bidder/Contractor appeals the decision.

16.4 This subsection applies to appeals of the PAG's decision on a dispute. For money owed by or to the PAG under the contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the PAG or from the date when a decision should have been rendered. For all other claims by or against the PAG arising under this procurement or awarded contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the PAG. Appeals to the Office of the Public Auditor must be made within sixty days of the PAG's decision or from the date the decision should have been made.

16.5 The Bidder/Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

16.6 The Bidder/Contractor shall comply with PAG's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the awarded contract, except where the Contractor claims a material breach of the Agreement by the PAG. However, if the PAG determines in writing that continuation of services under the awarded contract is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the PAG.

17. CLAIMS BASED ON PORT ACTIONS OR OMISSIONS

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

(a) Contractor shall have given written notice to the Port:

(i) prior to the commencement of the services involved, if at that time the contractor knows of the occurrence of such action or omission;

(ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the services; or

(iii) within such further time as may be allowed by the Port in writing.

The notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Port, 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 Port.

(b) The notice required by Section 17.1(a), above, describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(c) Contractor maintains and, upon request, makes available to the Port 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.

17.2 Limitations of Clause. Nothing in this section, however, shall excuse Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of this Agreement.

17.3 Adjustments of Price. Any adjustment in the Compensation payable under this Agreement made pursuant to this section shall be determined in accordance with Section 16, above.

18. MODIFICATIONS INCLUDING THOSE DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN MARKETING CONDITIONS. The Port shall have the unilateral power to modify this Agreement at any time subject to the written agreement of Contractor. The Port shall have the power to make changes in this Agreement and to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. The Port shall give Contractor notice of any proposed change in this Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of Contractor. In the event the Port materially alters the obligations of Contractor, or the benefits to the Port, then this Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of Contractor, then Contractor or the Port shall be entitled to an adjustment in the rates and charges established under this Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The Port and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to this Agreement, the Port and Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of Contractor directly and demonstrably due to any modification in this Agreement under this section.

19. STATUTORY INTEREST CLAUSE

Interest on amounts ultimately determined to be due to Bidder/Contractor or the government of Guam or the PAG shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor stipulates that Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to this Agreement and to all Contractor's actions pertaining to this Agreement. The False Claims and Whistleblower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

21. INDEPENDENT CONTRACTOR AND ITS EMPLOYEES

21.1 Status. Contractor acknowledges that in performing services pursuant to this Agreement, Contractor (a) shall be an independent contractor and not an employee of the Port, (b) shall not be entitled to participate in any fringe benefit programs established by the Port for the benefit of its employees, and (c) shall be solely responsible for paying prior to delinquency, and shall indemnify, defend, and hold the Port free and harmless from and against, all income taxes, self-employment taxes, and other taxes (including any interest and penalties with respect thereto) imposed on the fees and compensation paid by the Port to Contractor pursuant to this Agreement.

21.2 Limitation on Authority. Contractor (a) shall not be an agent of the Port and shall have no authority to bind the Port or incur any liabilities in the name of the Port, and (b) shall indemnify, defend, and hold the Port free and harmless from and against all claims, costs, damages, and expenses arising from or related to a breach by Contractor of the limitation set forth in this section.

21.3 Port Security Guidelines. In accordance with applicable local and federal rules and regulations, Contractor and its employees or agents must pre-arrange their visits to Port property with a minimum of twenty-four (24) hours advance notice. Such notice shall include Contractor's employee's or agent's names, Social Security or Driver's

license numbers, and the time, date, and nature of the anticipated visit. Contractor shall not have access to restricted areas without Port Police clearance or an authorized escort when required. If required, Contractor shall comply with all applicable policies regarding issuance of Port visitor or identification cards. If required, Contractor shall obtain Transportation Workers Identification Credential (TWIC). If Contractor shall operate any vehicles on Port property, Contractor shall comply with all applicable policies regarding maintenance of insurance for vehicles, including submission of vehicle registration and proof of insurance for the vehicles.

22. DISCLOSURE. Contractor hereby represents that it has disclosed to the Port all matters regarding Contractor which if not disclosed to the Port would materially affect the Port's decision to enter into this Agreement with Contractor.

23. DISPOSITION OF PROPERTY AND MATERIALS; INTELLECTUAL PROPERTY RIGHTS

23.1 All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of the Port, regardless of whether Contractor is in possession of such Work Product, and may be used by the Port without permission from Contractor and without any additional costs to the Port.

23.2. All Work Products, including any and all intellectual property rights in said Work Product, arising out of this Agreement shall be the sole and exclusive property of the Port. Contractor explicitly acknowledges that the Port possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of the Port.

24. EMPLOYMENT OF PERSONS CONVICTED OF A SEX OFFENSE.

Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Port while on the Port or Government of Guam property, with the exception of public highways. If any employee or agent of Contractor is providing services on government or Port property and is convicted subsequent to the effective date of this Agreement, then Contractor warrants that it will notify the Port of the conviction within twenty-four (24) hours of the conviction, and will immediately remove and prohibit such convicted person from providing services on government or Port property. If Contractor is found to be in violation of any of the provisions of this section, then Contractor shall take corrective action within twenty-four (24) hours of the notice from the Port, and Contractor shall notify the Port when corrective action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of the notice from the Port, then the Port in its sole discretion may suspend the performance of services until corrective action has been taken.

§ 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway. (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. (c) Duties of the General Services Agency or Procurement

Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b). (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action

within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

24. MISCELLANEOUS

25.1 Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

25.2 Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in this Agreement.

25.3 Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

25.4 Fees and Expenses. Each of the parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

25.5 Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth (5th) day after mailing, which occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO THE PORT:

JOSE D. LEON GUERRERO COMMERCIAL PORT

Port Authority of Guam

Attention: Mr. Rory J. Respicio, General Manager

1026 Cabras Highway, Suite 201

Piti, Guam 96915

With a copy to the Port's Legal Counsel of Record.

TO CONTRACTOR:

CONTRACTOR

Attention: John Doe President

XXX E. Harmon Industrial Park Road, Units XXX,

Tamuning, Guam 969XX

25.6 Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. All rights and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of the Port. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement. Contractor agrees that with respect to any agreement entered into by Contractor with a subcontractor to perform any services required hereunder, such agreement shall specifically include the covenants, warranties, prohibitions and requirements set forth in Sections 7, 8, and 9, above.

25.7 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

25.8 Entire Agreement; Amendments. This Agreement, the IFB, and the Bid (a) represent the entire understanding of the parties regarding the subject matter hereof, and supersede and replace all prior and contemporaneous understandings regarding the subject matter hereof, whether oral or written, and (b) except as otherwise expressly set forth in this Agreement, may not be modified or amended, except by a written instrument executed by the parties after the effective date of this Agreement.

25.9 Conflicting Terms. In the event of a conflict between the provisions of this Agreement, the IFB, and the Bid, the contradiction shall be resolved by giving precedence in the following order: first, to the provisions of this Agreement (as it may be amended from time to time); second, to the provisions of the IFB; and third, to the provisions of the Bid.

25.10 Effect of Headings. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and should not affect construction or interpretation of any of its provisions.

25.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be a single agreement.

25.12 Governing Law; Jurisdiction and Venue. Except to the extent United States federal law is applicable, the validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam. Bidder expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Bidder/Contractor against the Government, if the claim arises out of or in connection with the contract. Bidder also expressly recognizes that all other claims by the Bidder/Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

25.13 Guam Debarment. Bidder/Contractor warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

25.14 Bidder/Contractor hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the contract, except as otherwise may be provided by Guam Procurement Law. By submitting a bid, Bidder/Contractor waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this IFB or any awarded contract in a different jurisdiction, forum, or venue.

25.15 Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less, weekends and Government of Guam holidays shall not be included in the computation. When this Agreement provides for a time period exceeding ten (10) days, weekends and Government of Guam holidays shall be included in the computation.

25.16 Remedies. Any dispute arising out of or under this Agreement shall be subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

**** Approval Signatures will appear on following page ****

WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their respective signatures.

JOSE D. LEON GUERRERO
COMMERCIAL PORT

RORY J. RESPICIO
General Manager

Date: _____

REVIEWED BY:

JESSICA TOFT
Port Legal Counsel
Jose D. Leon Guerrero Commercial Port

Date: _____

CONTRACTOR

General Manager/President

Date: _____

**CERTIFICATION OF AVAILABILITY
OF FUNDS:**

JOSE B. GUEVARA III
Chief Financial Officer
Jose D. Leon Guerrero Commercial Port

Date: _____

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called the "Principal" and _____ a corporation duly organized under
(BONDING COMPANY)

the laws of the Territory of Guam, as Surety, hereinafter called "Surety", are held and firmly bound unto the **PORT AUTHORITY OF GUAM, JOSE D. LEON GUERRERO COMMERCIAL PORT** as Obligee, hereinafter called "Authority" for use and benefit of claimant as herein below defined, in the amount of _____ Dollars (\$ _____), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written Agreement dated _____, 20____, Entered into a Contract with the Authority for the Project Titled:

IFB-PAG-CIP 024-004 – WAREHOUSE No.1 MAINTENANCE PROJECT

in accordance with drawings and specifications prepared by the Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-mentioned Principal and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execute thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall commence hereunder by any claimants:
 - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Authority or Surety, at any place where an office is regularly maintained for the transaction of

business, or serves in any manner in which legal process may be served in Guam in which the aforesaid project is located, save such service need not be made by public officer.

- b. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c. Other than in court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this _____ day of _____, 20_____.

(WITNESS)

(PRINCIPAL)

(SEAL)

(TITLE)

(WITNESS)

(BONDING COMPANY)

(TITLE)

By: _____
(ATTORNEY-IN-FACT)

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal,
(Insert full name and address or legal title of Contractor)

hereinafter called Contractor and _____, a corporation duly organized
(Bonding Company)

under the laws of the Territory of Guam, hereinafter called Surety, are held and firmly bound unto the **Port Authority of Guam, Jose D. Leon Guerrero Commercial Port** as Obligee, herein after called the "Authority" for use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 20____, entered into a Contract with the Authority for the Project Titled:

IFB-PAG-CIP 024-004 – WAREHOUSE No.1 MAINTENANCE PROJECT

in accordance with drawings and specifications prepared by the Authority which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be and is declared by the Authority to be in default under the Contract, the Authority having performed territorial obligations thereunder, the Surety may promptly remedy the defaults or shall promptly;

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety jointly of the lowest responsive, responsible Bidder, arrange for a Contract between such Bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Authority or successors of the Authority.

SIGNED AND SEALED this _____ day of _____, 20_____.

(WITNESS)

(TITLE)

(WITNESS)

(BONDING COMPANY)

(PRINCIPAL)

(SEAL)

(TITLE)

BY: _____
(ATTORNEY-IN-FACT)

Due to the large size of the Scope of Work, Specifications, and Drawings, an electronic copy can be obtained at the Port Authority of Guam's Procurement Office on the 1st floor of the Port's Administration Building, Cabras Island, Piti, at no charge.

VOLUME 5
SCOPE OF WORK / SPECIFICATIONS / DRAWINGS

SCOPE OF WORK

PROJECT LOCATION:

This project is located at Warehouse 1, Jose D. Leon Guerrero Commercial Port, Piti, Guam.

PROJECT DESCRIPTION:

Warehouse 1 is a 55,000 square foot concrete building that was constructed in 1968. This building is currently occupied by commercial tenants and various PAG departments (Corrosion Control, Riggers, Port Police, Crane Mechanics, etc.)

The project intends to repair the warehouse and address concerns related to life and safety. The scope of work shall include repairing the cracked and spalled concrete that can be seen throughout the structure, replacing/relocating corroded and damaged electrical components, and replacing the existing fire protection system. The project will result with the repair of all known concrete damage, a complete and functional electrical system, and fully functional fire protection system.

Period of Performance (POP):

The awarded contractor has Five Hundred and Forty (540) calendar days to complete this project. The POP includes the time required to complete the scope of work, obtain any necessary materials, permits, and equipment.

General Requirements:

1. Interested contractor must possess a current Electrical, C-13, license. Project must be supervised and be certified by a Master Electrician. Submit proof of current certification;
2. Master electrician shall perform testing and commissioning of all newly installed receptacle outlets and circuit breakers as per National Electrical Code;
3. Regarding work related to the Fire Protection System, contractors interested must possess a current Fire Protection, C-20, license. Project must be supervised and certified by a licensed contractor. Submit proof of current certification;
4. The contractor shall investigate the project sites, verify existing conditions and measurements prior to submitting his or her bid cost proposals. Failure to do so shall not be a cause for additional claims against PAG;
5. The contractor is responsible for examining the workspace, materials, and other conditions that may contain hazardous materials. The contractor is responsible for the proper handling and disposal of hazardous material that is related to the scope of work. The cost associated with the inspection, testing, handling, and disposal of hazardous material will be the responsibility of the contractor;
6. Contractor shall provide all labors, materials, tools and equipment needed to complete the scope of work;
7. PAG will then issue an intent to award based on the lowest responsible/responsive bid. Official notice to proceed (NTP) will be issued to the contractor upon signing the project contract and purchase order;
8. Contractor to submit within 7 days after NTP issuance, the insurance coverage regarding Comprehensive General Liability Policy and Excess Liability Policy of (\$1 Million dollars as a minimum). PAG shall be an additional insured to the policy.

9. Contractor to submit within 10 days after the NTP issuance, a schedule of values, material submittals, submittal status logs, construction schedule, phasing plan, safety plan, AHA, and personnel listing for approval by the PAG Engineering and Safety Divisions.
10. Contractor's personnel assigned to this project are required to have a Transportation Worker Identification Card (TWIC) and attend the mandatory Maritime Security (MARSEC) Level briefing. Contractor to inquire with the Port Police Office regarding these requirements. No work will commence without TWIC cards;
11. Contractor shall be responsible for the daily clean-up of the project site. All construction debris shall be disposed at a designated government approved dumpsite at no cost to PAG.
12. Contractor shall abide by the OSHA regulations, provide safety warning signs, warning lights, barricades within the work area. All workers shall have a proper Personal Protective Equipment (PPE) to be utilized at all times;
13. PAG Engineers and PAG Safety Divisions will conduct daily inspections and/or random checks of the project site.
14. The contractor must obtain a hot work permit prior to conducting any hot work. A hot work permit is needed to do any form of welding, cutting, grinding, chipping, or any spark-producing operations inside the Port's area of responsibility. Hot work permits are issued by Port Police on a daily basis. The contractor should include the cost of obtaining hot work permits before submitting a bid.

Scope of Work;

The contractor shall investigate the project site, verify existing conditions and measurements prior to submitting a bid cost proposal. Failure to do so shall not be a cause for additional claims against PAG.

The contractor must examine the design drawings thoroughly. The contractor shall refer to the design drawings for a complete and more detailed description of works for renovating Warehouse 1 that are not covered in the general scope laid out in the succeeding paragraphs.

The contractor must examine the drawings, field verify all dimensions, elevations, and existing conditions and shall inform the contracting officer of any discrepancy he may find before proceeding with any construction work.

The contractor shall provide adequate traffic control measures inside the PAG compound throughout the duration of the project.

Structural Works

1. Repair cracks and spalls along walls, roof slabs, beams, columns, and other reinforced concrete members of the Warehouse 1 Building. See Cracks and Spalls schedule for the approximate location and size of cracks and spalls. The contractor must note that the location of cracks and spalls indicated in the design drawings are approximate only and is only provided for general guidance. The contractor shall be responsible for verifying the exact locations and quantity requiring cracks or spall repairs. The contractor shall provide a firm **FIXED** price for the volume of spall and crack repair estimated. Additionally, the contractor will need to provide a unit cost for spall and crack repair respectively. Any adjustments in quantity of concrete repairs will be based on the unit costs provided at the start of the project.
2. Demolish and replace existing walls along gridline A between gridline 3 and 5. The new walls shall be cast in place shall follow the designers' details.

3. The new wall along gridline A between gridline 4 and 5 shall have a standard commercial grade aluminum exterior personnel access door. All hardware for the new door shall be stainless steel (hinges, screws, door knob, door stopper, etc.).
4. Repair the concrete curbs around the roof vent openings at Warehouse 1 as required.

Architectural Works

1. Remove and replace two (2) access roof top hatch assemblies. Access ladder and safety cage to remain. New roof hatch shall have an epoxy coating. Minimum of two coats.
2. Remove and replace all metal downspouts, metal straps, and roof drains. Contractor to supply stainless steel straps and supports as shown in the drawing. The downspout shall be supported by clamps from two directions (perpendicular).
3. Demolish and replace existing walls along gridline A between gridline 3 and 5. The new walls shall be cast in place shall follow the designers' details.
4. The new wall along gridline A between gridline 4 and 5 shall have a standard commercial grade aluminum exterior personnel access door. All hardware for the new door shall be stainless steel (hinges, screws, door knob, door stopper, etc.).
5. Remove and refurbish roof vents located over Bay 1, Bay 3, and Bay 14. Once refurbished, roof vents shall receive two coats of epoxy paint prior to being reinstalled.
6. All other roof vents shall be cleaned and receive two coats of epoxy coating, without being removed.
7. Clean and water blast existing roof, underside of roof slab and the interior and exterior building envelope in preparation for painting.
8. Remove and replace damaged backer rod and reinforcing fabric on all roof slab construction joints.
9. Remove existing screws, bolts, clamps, and other hardware not in use on all surfaces prior to paint.
10. Patch holes or damaged concrete from the metal screws, bolts, clamps and other hardware not in use prior to a paint.
11. Apply paint throughout exterior and interior walls, including beams, columns, and ceiling. The contractor shall apply primer and paint in accordance with the manufacturer's instructions (Two Coats of Primer & Two Coats of Paint). The color shall be submitted to the PAG Engineering Division for review and approval.
12. Apply 100% silicone roof coating and provide treatment for all roof joints. The contractor shall apply the silicone roof coating in accordance with the manufacturer's instructions.
13. Apply two coats of epoxy primer and two coats of epoxy finish paint on all roof vents. The color tone shall be reviewed and approved by PAG Engineering.

Fire Protection

1. Remove and replace existing fire sprinkler system, including piping, fittings, pipe supports and other appurtenances for a complete usable system, as identified in the Fire Protection plans.

Note: The existing fire protection system may contain hazardous material, such as lead-based paint. The contractor is responsible for identifying the hazards of the job and must take the necessary actions to complete the scope of work safely. The cost for proper handling, training, and disposal of all hazardous material will be paid for by the contractor at no additional cost to PAG.

2. Provide new fire alarm system for existing building for a complete usable system, as identified in the design drawings.
3. A permit(s) will be required for the new fire protection system. The contractor shall be responsible for obtaining the necessary permit(s) for the new fire protection system. The permit fees and other expenses will be paid for by the contractor at no additional cost to PAG.

Plumbing Works

1. Remove and dispose existing eye wash and shower on rigger area, tenant space and PAG occupied space.
2. Remove and dispose existing 6-inch diameter downspout and siphonic type roof drain.

Note: The existing downspout may contain hazardous material. The contractor is responsible for identifying the hazardous of the job and must take the necessary actions to complete the scope of work safely. The cost for proper handling, training, and disposal of all hazardous material will be paid for by the contractor at no additional cost to PAG.

3. Install new eye wash and shower on each location space affected by removal works.
4. Install new 6-inch diameter downspout and siphonic type roof drain.

Electrical Works

1. Remove and replace electrical panels, transformers, switches, conduits, feeders, power supply, lighting and appurtenances as identified in the electrical plans.
2. The contractor shall provide shop drawings prior to the installation of new electrical components and appurtenances.
3. Provide new power supply complete with cables and conduits for the main feeder, power supply, lightings interior and exterior of the existing building and the new restroom complete usable system as identified in the electrical plans.
4. Relocate all main wiring in the roof and secondary wiring complete with conduits, supports and brackets for a complete functional system.
5. Provide backup power to minimize downtime and coordinate with PAG for all-system shutdown and connection.
6. All materials being removed shall be disposed of properly or as per PAG direction for materials to be dispose or to be surrender to PAG.
7. Restore all areas affected by the removal and installation of electrical works.
8. Refer to electrical plans for complete and more detailed electrical works not covered in this general scope.

General and Close-out Requirements

1. The contractor must dispose all debris and trash to approved sanitary landfill.
2. All materials removed and demolished shall be contractor's property and disposal of material must be as per approved disposal site.

3. Contractor shall be responsible for the daily clean-up of the project vicinity. All other construction debris shall be disposed to an approved designated government dumpsite at no cost to PAG.
4. Contractor shall request PAG Engineering in writing 24 hours prior to the pre-final and final inspections for any corrections or punch list related items;
5. After correction of all punch lists and approval by the PAG Engineering Division, contractor shall submit its final invoice and shall provide the close-out documents;
6. Close-out documents shall include the certificate of completion, one (1) year warranty for the workmanship and the material utilized, release of claims and liabilities. Submit documents in hard copy and electronic file in PDF format.

****** END OF SCOPE OF WORK ******

THE SCOPE OF WORK FOR THIS PROJECT WAS DEVELOPED BY THE PORT AUTHORITY OF GUAM CIP/ENGINEERING DIVISION: CLARENCE V. LAGUTANG, CIP MANAGER; IREMAR C. GUTIERREZ, ENGINEER III; JIMMY P. DACASIN, ENGINEER II; JEROME C. VALDEZ, ENGINEER I AND JACOB B. AQUININGOC, ENGINEERING TECHNICIAN II.

ATTACHMENTS:

1. SPECIFICATIONS
2. DESIGN DRAWINGS

Project Title: Warehouse 1 Building Maintenance Project

Bid Schedule					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	Administrative Works	1	LS		
2	Structural Works	1	LS		
	Spall Repair	-	CF		-
	Crack Repair	-	LF		-
3	Architectural Works	1	LS		
4	Electrical Works	1	LS		
5	Plumbing Works	1	LS		
6	Fire Protection Works	1	LS		
7	Exterior & Interior Painting	1	LS		
8	Silicone Roof Coating	1	LS		
	Total				

All amounts shall include the costs associated with materials, tools, equipment, overhead, profit, and tax.

Note: The attached cost estimate prepared by N.C. Macario has been provided for reference. The government pricing data has been removed, but the quantities and descriptions of work may be useful for prospective bidders. Please note that referenced cost estimate is not a complete list of all the items of work, but has been provided only as a guide.

COST ESTIMATE										PREPARED BY: M.C. Macario & Associates, Inc.		SHEET 1 OF 9	
PROJECT TITLE: WAREHOUSE 1 BUILDING MAINTENANCE, CARRAS ISLAND, PTL, GUAM													
ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST		TOTAL			
		NUMBER	UNIT	UNIT	TOTAL	MH	UNIT	TOTAL	UNIT		TOTAL		
A GENERAL													
1	Administrative Submittals	1.00	ls							*			
2	Permits	1.00	ls				*		*	*			
3	Mobilization/Demobilization	1.00	ls				*		*	*			
4	Close-out Documents	1.00	ls				*		*	*			
B STRUCTURAL WORKS													
WAREHOUSE 1													
1	Crack Repair						*		*	*			
a	Surface Preparation	1258.00	sf				*		*	*			
b	Epoxy Injection	1258.00	sf				*		*	*			
2	Spall Repair	1400.00	cf				*		*	*			
3	NEW CIP WALL				*		*		*	*			
a	Demolition				*		*		*	*			
	Demolition of Existing Wall	740.00	sf		*		*		*	*			
	Disposal of concrete	22.84	cj				*		*	*			
d	CIP Wall	1110.00	sf		*		*		*	*			
	Formworks	2280.00	sfca				*		*	*			
	Concrete	34.94	cj				*		*	*			
	Reinforcement Bars	8840.94	lb				*		*	*			
C ARCHITECTURAL WORKS													
WAREHOUSE 1													
1	Demolition Work				*		*		*	*			
	Remove and Dispose Two (2) Access Roof Hatch Assemblies	2.00	set		*		*		*	*			
	Remove Roof Vents and Skylight	2.00	set		*		*		*	*			
	Remove and Dispose Roof Drain	21.00	set		*		*		*	*			
	Remove and Dispose Existing Downspouts, Metal Strap	605.00	lf		*		*		*	*			
2	New Work				*		*		*	*			
	Reinstall Roof Vent/Skylight after spall repair	13.00	set		*		*		*	*			

PROJECT TITLE: WAREHOUSE 1 BUILDING MAINTENANCE, CARRAS ISLAND, PTL, GUAM										COST ESTIMATE										PREPARED BY: N. C. Macario & Associates, Inc.		SHEET 2 OF 9	
ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST		TOTAL													
		NUMBER	UNIT	UNIT	TOTAL	MH	UNIT	TOTAL	UNIT		TOTAL												
	Safety Barricades for Roof Work	1828.00	#							*													
	Waterblasting Existing Roof	86580.00	sf		*					*													
	Application of Elastomeric Roof Coating	86580.00	sf							*													
	New Rooftop Hatch Assemblies	2.00	set							*													
	New Downspout and Roof Vent	21.00	set							*													
0	ELECTRICAL WORKS																						
	WAREHOUSE 1				*		*		*	*													
	Demolition Work					*		*		*													
1	Remove existing stem mounted fluorescent light fixture including light switches, and associated conduit and wiring	94	EA							*													
2	Remove existing high bay light fixture including light switch and associated conduit and wiring	29	EA							*													
3	Remove existing security floodlight fixture including conduit and wiring	19	EA		*					*													
4	Remove existing wall mounted light fixture including light switch and associated conduit and wiring	2	EA		*					*													
5	Remove existing surface ceiling mounted fluorescent light fixture mounted include switches and associated conduit and wiring	8	EA		*					*													
6	Remove existing surface ceiling mounted light fixture including switch and associated conduit and wiring	6	EA		*					*													
7	Remove existing wall mounted floodlight fixture including switch and associated conduit and wiring	2	EA		*					*													
8	Remove existing wall mounted emergency light fixture, conduit and wiring	2	EA		*					*													
9	Remove existing duplex receptacle, conduit and wiring	24	EA		*					*													
10	Remove existing GFCI outlet	2	EA		*					*													
11	Remove existing single receptacle outlet, conduit and wiring	2	EA		*					*													
12	Remove existing range outlet, conduit and wiring	1	EA		*					*													
13	Remove existing open/close/stop push button, controller, conduit and wiring of roll-in door	2	EA		*					*													
14	Remove existing disconnect switch, conduit and wiring	6	EA		*					*													
15	Remove existing pullbox	4	EA		*					*													
16	Remove abandoned existing pullbox, conduit and wiring	1	EA		*					*													
17	Remove existing pullbox	2	EA		*					*													
18	Remove existing disconnect switch	2	EA		*					*													
19	Remove existing kilowatt hour meter socket and conduit up to power supply	1	EA		*					*													
20	Remove existing kilowatt hour meter and shore power panel	1	EA		*					*													
21	Remove existing kilowatt hour meter	2	EA		*					*													

PROJECT TITLE:
WAREHOUSE 1 BUILDING MAINTENANCE, CABRAS ISLAND, PTT, GUAM

COST ESTIMATE

PREPARED BY:
M.C. Mariano & Associates, Inc.

SHEET 3 OF 9

ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		MH	LABOR COST		EQUIPMENT COST		TOTAL
		NUMBER	UNIT	UNIT	TOTAL		UNIT	TOTAL	UNIT	TOTAL	
22	Remove unused kilowatt hour meter, gutter, conduit and wiring	4	EA		*						*
23	Remove existing feeder conduits and wiring from wire gutter to power source from the outdoor drive transformer of existing office panel up to power	120	LF		*						*
24	Remove existing disconnect and feeder conduit on roof up power source at warehouse electrical room	80	LF		*						*
25	Remove existing feeder conduit and wiring, kilowatt hour meter of panel of existing office	130	LF		*						*
26	Remove existing primary disconnect switch conduit and wiring and pullbox	380	LF		*						*
27	Remove existing feeder conduit, wiring and pullbox from main electrical room up to outdoor transformer location	560	LF		*						*
28	Remove existing outdoor type pad mounted transformer and flexible and wire	1	EA		*						*
29	Remove existing feeder conduit and wiring from office up to main electrical room	420	LF		*						*
30	Remove existing circuit breaker of dry type transformer	1	EA		*						*
31	Remove existing primary disconnect switch conduit and wiring	1	EA		*						*
32	Remove and dispose kilowatt hour meters, equipment and devices at main electrical room	4	EA		*						*
33	Remove existing portion feeder conduit and wiring	40	LF		*						*
34	Remove existing wire gutter	2	EA		*						*
35	Remove enclosed circuit breaker, conduit and wiring	1	EA		*						*
36	Remove existing floodlights panel, feeder conduit and wiring	1	EA		*						*
37	Remove existing enclosed circuit breaker, conduit and wiring	1	EA		*						*
38	Remove existing tenant enclosed circuit breaker, splice box, conduit and wire	2	EA		*						*
39	Remove existing indoor 30 KVA dry type transformer, disconnect switch, conduit and wiring	1	EA		*						*
40	Remove existing indoor 37.5 KVA dry type transformer, disconnect switch, conduit and wiring	1	EA		*						*
41	Remove existing indoor 30 KVA dry type transformer, disconnect switch, conduit and wiring	1	EA		*						*
42	Remove existing indoor wall mounted dry type transformer, disconnect switch, conduit and wiring	1	EA		*						*
43	Remove dry type transformer, 225 KVA, 480-120/208V, 3 phase, 4w	1	EA		*						*
44	Remove existing feeder room ATS, ECB's main breaker, kilowatt-hour meter and circuit, dry-type transformer and associated conduit and wiring	1	EA		*						*
45	Remove existing panel, feeder conduit and wiring at shop area	1	EA		*						*
46	Replace existing dry type transformer, ECB and Wire Gutter at shop	1	EA		*						*
47	Replace existing panel at electrical room	1	EA		*						*
48	Replace existing 125 Amp, 120/208V, 1 phase, 3W including feeder conduit and wiring	2	EA		*						*
49	Replace existing panel at storage previously feeder room	1	EA		*						*
50	Replace existing 100amp, 120/208V, 1 phase, 3W including feeder wiring	2	EA		*						*

PROJECT TITLE:									
WAREHOUSE 1 BUILDING MAINTENANCE, CABRAS ISLAND, PTT, GUAM									
COST ESTIMATE									
PREPARED BY:									
M. C. Macario & Associates, Inc.									
SHEET 4 OF 9									
ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST	
		NUMBER	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
51	Replace existing panel "2WH1"	1	EA		*				*
52	Remove existing double throw manual transfer switch, conduit and wiring	1	EA		*				*
53	Replace existing panel "4WH1"	1	EA		*				*
54	Replace existing feeder wires of existing Main Panel	500	LF		*				*
55	Remove existing main panel	1	EA		*				*
	New Work				*				*
1	Interior lighting/Exterior lighting System including, switches, conduit and wiring								
a	Type "A"	41	EA						*
b	Type "AE"	38	EA						*
c	Type "B"	32	EA						*
d	Type "C"	21	EA						*
e	Type "E"	13	EA						*
f	Type "EE"	7	EA						*
g	Type "F"	6	EA						*
h	Type "FE"	7	EA						*
i	Type "FA"	4	EA						*
j	Type "FLE"	3	EA						*
k	Type "G"	12	EA						*
l	Type "GL"	2	EA						*
m	Type "H"	1	EA						*
2	Duplex receptacle outlet, conduit and wiring	63	EA						*
3	GFCI receptacle with weatherproof cover	10	EA						*
4	Compressor outlet 30 amp, conduit and wiring	1	EA						*
5	Disconnect switch, SSTL NEMA 4X, conduit and wiring for ACCU	7	EA						*
6	30 KVA Dry type transformer "DT-1", SSTL NEMA 4X, including mounting support	1	EA						*
7	15 KVA Dry type transformer "DT-2", SSTL NEMA 4X, including mounting support	1	EA						*
8	75 KA Dry type transformer "DT-3", SSTL NEMA 4X, including mounting support	1	EA						*
9	45 KVA Dry type transformer "DT-4", SSTL NEMA 4X, including mounting support	1	EA						*
10	50 KVA Dry type transformer "DT-5", SSTL NEMA 4X, including mounting support	1	EA						*

COST ESTIMATE

PROJECT TITLE:
WAREHOUSE 1 BUILDING MAINTENANCE, CARRAS ISLAND, PTL, GUAM

PREPARED BY:
N.C. Masorio & Associates, Inc.

SHEET 5 OF 9

ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST		TOTAL
		NUMBER	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
11	75 KVA Dry type transformer "DT-6", SSTL NEMA 4X, including mounting support	2	EA					*		*
12	25 KVA Dry type transformer "DT-7", SSTL NEMA 4X, including mounting support	1	EA							*
13	Disconnect switch (NEMA 4X), conduit and wiring connection for dry type transformer	2	EA							*
14	DT-1, Feeder conduit and wiring	8	LF							*
15	Feeder conduit and wiring to panel "4WHZ" including mounting	140	LF							*
16	Feeder conduit and wiring to DT-3 including mounting support and pullboxes	324	LF							*
17	Feeder conduit and wiring to panel "4WHZ" including mounting support and pullboxes	312	LF							*
18	Feeder conduit and wiring including pullboxes to exiting at Engineering office	310	LF							*
19	Feeder conduit and wiring to DT-5 including mounting and pullboxes	326	LF							*
20	Feeder conduit and wiring to DT-6 disconnect switch including mounting and pullboxes	380	LF							*
21	Feeder conduit and wiring including mounting support and pullboxes DT-7 disconnect switch	420	LF							*
22	Feeder conduit and wiring to wire gutter at electrical at engineering office	280	LF							*
23	Feeder conduit and wiring including mounting support and pullboxes to Tenant 1	540	LF							*
24	Panel "2WHZ", SSTL, NEMA 4X feeder conduit and wiring	1	EA							*
25	Panel "2WHZ", SSTL, NEMA 4X, feeder conduit and wiring	1	EA							*
26	Panel "2WH3", SSTL, NEMA 4X, feeder conduit and wiring	1	EA							*
27	Panel "2WH4", SSTL, NEMA 4X, conduit and wiring	1	EA							*
28	Panel "2WH3", SSTL, NEMA 4X, feeder conduit and wiring	1	EA							*
29	Panel "2WH3A" feeder conduit and wiring including mounting support	1	EA							*
30	Feeder conduit and wiring to existing Tenant splice box	60	LF							*
31	Panel "4WH6", SSTL, NEMA 4X feeder conduit and wiring	1	EA							*
32	Panel "2WH5", SSTL, NEMA 4X including feeder conduit and wiring	1	EA							*
33	Panel "2WH5A", SSTL, NEMA 4X, including feeder conduit and wiring	1	EA							*
34	Panel "4WHZ", SSTL, NEMA 4X	1	EA							*
35	Panel "2WH7", SSTL, NEMA 4X feeder conduit and wiring	80	LF							*
36	Feeder conduit and wiring to existing office panel	70	LF							*
37	Enclosed circuit breaker, 3P100A, NEMA 4X, SSTL and NEMA 4X SSTL wire gutter	2	EA							*
38	Enclosed circuit breaker, 3P225A, NEMA 4X, SSTL and NEMA 4X SSTL wire gutter	1								*
39	Splice box, 12" x 12" x 4"D, NEMA 4X, SSTL	1								*

PROJECT TITLE: WAREHOUSE 1 BUILDING MAINTENANCE, CABRAS ISLAND, PTL, GUAM									
COST ESTIMATE									
PREPARED BY: N.C. Macario & Associates, Inc.									
SHEET 6 OF 9									
ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST	
		NUMBER	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
40	Feeder conduit and wiring to existing disconnect switch at shop area	90	LF						
41	Feeder conduit and wiring to existing container office panel "6B"	120	LF						
42	Feeder conduit and wiring to existing panel "2WH6C"	180	LF						
43	Conduit and wiring to existing air compressor and 480V outlet	1	LF						
44	Floodlights panel including conduit and wiring	1	EA						
45	H-O-A and Selector switch and Photo Cell	1	LS						
46	Feeder wiring in existing conduit to existing panel "2WH3A"	1	EA						
47	Feeder wiring in existing conduit to existing panel "2WH3B"	1	EA						
48	Panel "2WH4", SSTL, NEMA 4X	1	EA						
49	Panel "2WH5", SSTL, NEMA 4X	1	EA						
50	Panel "2WH5A", SSTL, NEMA 4X	1	EA						
51	Panel "2WH6", SSTL, NEMA 4X	1	EA						
52	Panel "2WH6A", SSTL, NEMA 4X	1	EA						
53	Panel "2WH7", SSTL, NEMA 4X	1	EA						
54	Panel "4WH1", SSTL, NEMA 4X	1	EA						
55	Panel "4WH5", SSTL, NEMA 4X	1	EA						
56	SFD, 3P30A, conduit and wiring	7	EA						
57	Main Panel, SSTL, NEMA 4X	1	EA						
58	Provide feeder to existing Main Panel, re-use existing 4°C								
	a. 4# 500 KCMIL	2500	LF						
	b. 1# 3/0 ground	580	LF						
59	Common grounding system of separately derive system	1	LOT						
60	Shop Drawing Preparation/ PE	1	LS						
61	Arc Flash Analysis, coordination study and short circuit calculations by PE	1	LS						
62	Testing/ Testing Agency	1	LS						
63	Miscellaneous	1	LS						
E	PLUMBING WORKS								
	WAREHOUSE 1								

COST ESTIMATE

PROJECT TITLE:

WAREHOUSE 1 BUILDING MAINTENANCE, CARRAS ISLAND, PTT, GUAM

PREPARED BY:
N.C. Macario & Associates, Inc.

SHEET 7 OF 9

ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST		TOTAL
		NUMBER	UNIT	UNIT	TOTAL	MM	UNIT	TOTAL	UNIT	TOTAL
1	General Requirements	1.00	ls							
2	Demolition Works									
	Removal of service sink	4.00	ea		*		*	*		*
	Removal of water closet	2.00	ea				*	*		*
	Removal of urinal	1.00	ea				*	*		*
	Removal of lavatories	2.00	ea				*	*		*
	Removal of roof drain	9.00	ea				*	*		*
	Removal of eye wash shower	0.00	ea				*	*		*
	Removal of process system (compressor, vacuum, etc.)	1.00	ls				*	*		*
	Miscellaneous removal works (lopping)	1.00	ls				*	*		*
	5" Downspout and Overflow	1.00	ls				*	*		*
F	FIRE PROTECTION WORKS									
	WAREHOUSE 1				*		*	*		*
	FIRE SPRINKLER									
	1. Recessed Pendant Sprinkler Head, 1/2" NPT, 1/2" orifice Head	56.00	EA							*
	2. Std Upright Sprinkler Head, 1/2" NPT, 1/2" orifice Head	600.00	EA							*
	3. Spare Pendant Sprinkler Head, 1/2" NPT, 1/2" orifice Head	6.00	EA					*		*
	4. Spare Upright Sprinkler Head, 1/2" NPT, 1/2" orifice Head	3.00	EA					*		*
	5. 1" Ø Sprinkler Pipe	397.00	LF							*
	6. 1-1/4" Ø Sprinkler Pipe	1110.00	LF							*
	7. 1-1/2" Ø Sprinkler Pipe	1850.00	LF							*
	7. 2" Ø Sprinkler Pipe	1270.00	LF							*
	8. 2-1/2" Ø Sprinkler Pipe	259.00	LF							*
	9. 4" Ø Sprinkler Pipe	314.00	LF							*
	10. 6" Ø Sprinkler Pipe	330.00	LF							*
	11. Concentric Reducer 1" x 1/2"	656.00	EA							*
	12. Concentric Reducer 1-1/2" x 1"	110.00	EA							*
	14. Concentric Reducer 1-1/2" x 1-1/4"	102.00	EA							*
	15. Concentric Reducer 2" x 1-1/2"	127.00	EA							*
	16. Concentric Reducer 2-1/2" x 2"	30.00	EA							*

COST ESTIMATE

PROJECT TITLE:

WAREHOUSE 1 BUILDING MAINTENANCE, CARRAS ISLAND, PRTI, GUAM

PREPARED BY:

N.C. Macario & Associates, Inc.

SHEET 8 OF 9

ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		MH	LABOR COST		EQUIPMENT COST		TOTAL
		NUMBER	UNIT	UNIT	TOTAL		UNIT	TOTAL	UNIT	TOTAL	
17. 1" Ø Elbow		182.00	EA								*
18. 1-1/4" Ø Elbow		13.00	EA								*
18. 2" Ø Elbow		4.00	LF								*
16. 2-1/2" Ø Elbow		29.00	EA								*
17. 4" Ø Elbow		5.00	EA								*
18. 6" Ø Elbow		2.00	EA								*
20. 1" Ø Tee		116.00	EA								*
21. 1-1/4" Ø Tee		16.00	EA								*
22. 2" Ø Tee		60.00	EA								*
19. 2-1/2" Ø Tee		4.00	EA								*
22. 4" Ø Tee		2.00	EA								*
22. 6" Ø Tee		2.00	EA								*
23. 1-1/4" x 1-1/4" x 1" Ø Tee		97.00	EA								*
23. 1-1/2" x 1-1/2" x 1" Ø Tee		90.00	EA								*
23. 2" x 2" x 1" Ø Tee		120.00	EA								*
23. 4" x 2" Ø Tee		24.00	EA								*
23. 6" x 2" Ø Tee		17.00	EA								*
24. 1" Ø Inspector Inspection Valve		2.00	EA								*
25. 3" Ø Flow Control Valve (C.O.P)		1.00	EA								*
26. Spare Sprinkler Cabinet		1.00	EA								*
27. Sprinkler Head Wrench		1.00	EA								*
28. Piping Demo, up thru 1-1/2" Ø		2011.00	LF		*						*
29. Piping Demo, up to 2" thru 3-1/2" Ø		660.00	LF		*						*
30. Pipe Hanger/Support Removal		2671.00	LF		*						*
31. Paint		1.00	LOT								*
32. Pipe Support and Hanger		1.00	LOT								*
33. System Shutdown and Drain		1.00	LOT		*						*
34. Leak test and Commissioning System		1.00	LOT		*						*
FIRE ALARM											

COST ESTIMATE											PREPARED BY: N. C. Mariano & Associates, Inc.		SHEET 9 OF 9	
PROJECT TITLE: WAREHOUSE 1 BUILDING MAINTENANCE, CASBAS ISLAND, PTU, GUAM														
ITEM NO.	DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST		TOTAL				
		NUMBER	UNIT	UNIT	TOTAL	HR	UNIT	TOTAL	UNIT		TOTAL			
1.	Horn/Stroke, Wall mount	45.00	EA							*				
2.	Horn/Stroke, Ceiling mount	0.00	EA		*			*		*				
3.	AWG #18, Solid Copper, Twisted	20.00	CLF							*				
4.	3/4" EMT Conduit	2000.00	LF							*				
5.	Smoke Detectors, addressable	3.00	EA							*				
6.	FACP, addressable, w/o voice, up to 200 points	1.00	EA							*				
7.	Battery w/ Rack	3.00	EA							*				
8.	Battery charger	1.00	EA							*				
9.	Manual Pull Stations, addressable	17.00	EA							*				
10.	Drill Switch	1.00	EA							*				
11.	Master Box	1.00	EA							*				
12.	Piping Demo, up thru 1-1/2"ø	300.00	LF		*					*				
13.	Alarm System Demo and Disposal	1.00	LOT		*					*				
14.	Conduit Fittings, Support and other Accessories	1.00	LOT							*				
15.	Commissioning and Testing of Fire Alarm Devices	1.00	LOT		*					*				
Direct Total														
Material Contingency														
Overhead														
Profit														
Bonds and Insurance														
GRT														
Sub Total 2														
PROPOSED AMOUNT														



INVITATION FOR BID NO.: IFB-PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

Pre-Bid Conference: DEC 3, 2024 - TUE Time: 10:00 AM	Q&C Deadline: 4:00 PM	DEC 13, 2024 - FRIDAY
Site Visit: DEC 3, 2024 - TUE Time: 10:30 AM	Bid Opening: JAN 3, 2025 - FRIDAY 2:00 PM	

Company Name/ Phone/Fax		Business Address / Email address	Contact Full Name (Print)/ Date/ Time)	Web DL	Vol 5 CD	RECEIVED SUBMITTAL Date / Time
1	COMPANY NAME: UPE TECH INTERNATIONAL PHONE: 671-486-9115 FAX: 671-473-5500	ADDRESS: 388 SOUTH MARINE CORPS DR. TAMUNING, GUAM EMAIL: ANGELICA.BRAGA@CORETECHINTL.COM	NAME: ANGELICA BRAGA DATE: NOV. 25, 2024 TIME: 8:11am	✓	✓ 11/25	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____
2	COMPANY NAME: EASTERN PACIFIC ENGINEERING CONSULTANTS PHONE: 671-483-9770 FAX: 671-000-0000	ADDRESS: 904 ARMY DRIVE, STE. 201 BARRIGADA, GUAM 96913 EMAIL: LEBORUZ@EASTERNPACIFIC.CC.COM	NAME: LEE CRUZ DATE: NOV. 25, 2024 TIME: 8:16am	✓	✓ 11/25	PROCUREMENT INITIAL: _____ DATE: 11/25/25 TIME: 1:37pm
3	COMPANY NAME: CHECKPOINT INTERNATIONAL PHONE: 1-877-482-7233 FAX: 671-969-8848	ADDRESS: 928 N. MARIN E CORPS DRIVE, STE. 101 TAMUNING, GUAM 96913 EMAIL: CHECKPOINT.ESTIMATES@GMAIL.COM	NAME: KEVIN MAUNAO / REYNOLD LEANG DATE: NOV. 25, 2024 TIME: 8:16am	✓	✓	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____
4	COMPANY NAME: GREEN COMMUNITY DEV. DBA: SURFACE SOLUTIONS PHONE: 671-482-0080 FAX: 671-969-8848	ADDRESS: 928 N. MARIN E CORPS DR., STE. 101 TAMUNING, GUAM 96913 EMAIL: GREENCOMMUNITYENGINEERS@GMAIL.COM	NAME: MARVIN BALAYO DATE: NOV. 25, 2024 TIME: 8:57am	✓	✓ 11/25	PROCUREMENT INITIAL: _____ DATE: 2/5/25 TIME: 1:00pm
5	COMPANY NAME: PACIFIC FEDERAL MANAGEMENT PHONE: 671-688-8281 FAX: 671-688-8281	ADDRESS: 202 HILTON ROAD, UNIT 7 TUMON, GUAM 9693 EMAIL: LACEE.GUERRERO@PFMGUAM.COM	NAME: LACEE NAAGTINEZ DATE: NOV 25, 2024 TIME: 10:06am	✓	✓ 11/25	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____
6	COMPANY NAME: JT GLOBAL SERVICES PHONE: 671-482-9485 FAX: 671-632-1179	ADDRESS: PO BOX 217881 BARRIGADA, GUAM 96921 EMAIL: KIT.OLSON@JTGLOBAL.SERVICES	NAME: KIT OLSON DATE: NOV. 25, 2024 TIME: 1:23 PM	✓	✓ 11/25	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____
7	COMPANY NAME: TDP BUILDERS, LLC. PHONE: 671-489-8564 FAX: 671-489-8564	ADDRESS: 2211 ARMY CORPS DR., STE. 210 TAMUNING, GUAM 96913 EMAIL: DHERNANDEZ@TDPBUILDERSGUAM.COM	NAME: DANIELA HERNANDEZ DATE: NOV 25, 2024 TIME: 2:47 PM	✓	✓	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____
8	COMPANY NAME: AYM INTERNATIONAL PHONE: 671-644-8296 FAX: 671-477-7662	ADDRESS: STE. 203 MILLER BLDG. 194 CHAMUSCA ANTONIO RD. TAMUNING, GU 96913 EMAIL: AYM@AYMGUAM.COM	NAME: PEPPEY TAVAROC DATE: NOV. 25, 2024 TIME: 3:00 PM	✓	✓ 11/26	PROCUREMENT INITIAL: _____ DATE: 2/5/25 TIME: 1:27 PM



INVITATION FOR BID NO.: IFB-PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

Pre-Bid Conference: DEC 3, 2024 - TUE Time: 10:00 AM			Q&C Deadline: 4:00 PM		DEC 13, 2024 - FRIDAY	
Site Visit: DEC 3, 2024 - TUE Time: 10:30 AM			Bid Opening: JAN 3, 2025 - FRIDAY 2:00 PM			
Contact Full Name (Print) / Date / Time			Web DL	Vol 5 CD	RECEIVED SUBMITTAL Date / Time	
COMPANY NAME: R N Builders PHONE: 671 989-0448 FAX: 671-989-0448	ADDRESS: 113 KOMPUNING COURT DEPETO, GUAM EMAIL: RNBUILDERS.GUAM@GMAIL.COM	NAME: Ralph Navarro DATE: 11-26 TIME: 8:10	✓	11/26	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
COMPANY NAME: WBH LLC. PHONE: 671-968-5558 FAX: 671-968-5558	ADDRESS: 720 PALE SAN VITORES RD. TUMON, GUAM EMAIL: VIC.ECOSOLAREWORLD@GMAIL.COM	NAME: VIC MANG DATE: NOV 25, 2024 TIME: 3:53 PM	✓		PROCUREMENT INITIAL: _____ DATE: 11/25 11/25 TIME: 1:35 PM 1:35 PM	
COMPANY NAME: FINE T-SONS PHONE: 671-487-2069 FAX: 671-632-3334	ADDRESS: 132 GOLDEN CAPID RD. LITTE HEIGHTS, MANAGILAO, GUAM EMAIL: RIMARZAN@FATESONS.COM	NAME: ROBERTO MARZAN DATE: NOV. 25, 2024 TIME: 3:17 PM	✓	11/27	PROCUREMENT INITIAL: _____ DATE: 11/25 TIME: 1:35 PM	
COMPANY NAME: _____ PHONE: 291-09658475869 FAX: 9658475869587	ADDRESS: _____ EMAIL: INFO@SAVATHINS.AC.IR	NAME: GIBBY DOO DATE: NOV 27, 2024 TIME: 8:45	✓		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
COMPANY NAME: MASTER BLASTERS PHONE: 671-487-1056 FAX: N/A	ADDRESS: 123 YSUNG SONG ROAD DEPETO, GUAM 96929 EMAIL: MASTERBLASTERS61@GMAIL.COM	NAME: ISSAC DUEVAS DATE: NOV. 24, 2024 TIME: 11:27 PM	✓		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
COMPANY NAME: MEGA UNITED CORP. PHONE: 671-689-3293 NO CONTACT FAX: 671-689-3293	ADDRESS: P.O. BOX 8620 EMAIL: ZUMINZHANG9@GMAIL.COM	NAME: DAVID THANG DATE: DEC 01, 2024 TIME: 2:43 PM	✓		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
COMPANY NAME: CATALYST CONSTRUCTION PHONE: 671-969-0623 FAX: NONE	ADDRESS: ONE TANAKA PLAZA 937 SOUTH MARINE CORPS DR. STE 204 TAMUNING, GUAM 96913 EMAIL: TSABIAN.CATALYSTGUAM@USA.COM	NAME: _____ DATE: _____ TIME: _____		11/26	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
COMPANY NAME: TIDON Corporation PHONE: 671 646 0864 FAX: 671 646 0864	ADDRESS: 360B JL Baker St. Tamuning Guam EMAIL: esalvador@tidoncorp.com	NAME: Ed Salvador DATE: 12/5/2024 TIME: 2:43	✓	11/5	PROCUREMENT INITIAL: _____ DATE: 11/25 TIME: 1:47 PM	



PORT OF
INVITATION FOR BID NO.: IFB-PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

Pre-Bid Conference: DEC 3, 2024 - TUE Time: 10:00 AM			Q&C Deadline: 4:00 PM		DEC 13, 2024 - FRIDAY	
Site Visit: DEC 3, 2024 - TUE Time: 10:30 AM			Bid Opening: JAN 3, 2025 - FRIDAY 2:00 PM			
Contact Full Name (Print)/ Date/ Time)			Web DL	Vol 5 CD	RECEIVED SUBMITTAL Date / Time	
17	COMPANY NAME: EASTERN PACIFIC ENGINEERING & CONSTRUCTION PHONE: 671-747-7444 FAX: 671-649-7445	ADDRESS: 954 ARMY DRIVE PHILIP PARK @ EASTERN PACIFIC, COM	NAME: PHILIP PARK DATE: DEC. 4, 2024 TIME: 7:07 AM	✓	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
18	COMPANY NAME: CATCON PHONE: 671-300-7695 FAX: N/A	ADDRESS: 973 G. MARINE CORPS DRIVE DARBYL NAVAREO @ CATCON GUAM, COM	NAME: DARBYL NAVAREO DATE: DEC. 6, 2024 TIME: 2:03 PM	✓	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
19	COMPANY NAME: JMI EDISON PHONE: 671-788-0455 FAX: 671-649-5685	ADDRESS: 130 SIKET ST. JHON LLANTO @ JMI GUAM, COM	NAME: JHON LLANTO DATE: DEC. 9, 2024 TIME: 9:45 AM	✓	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
20	COMPANY NAME: LATTE BUILDERS PHONE: 671-888-3008 FAX: 671-888-3008	ADDRESS: P.O. BOX 315322 TONUP80 @ GMAIL.COM	NAME: ERIC CHAN DATE: DEC. 9, 2024 TIME: 2:07 PM	✓	PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
21	COMPANY NAME: PACON GUAM LLC PHONE: 671-6884561 FAX:	ADDRESS: PPOPO 25702 EMAIL: 9191@valconguam.com	NAME: GIDDET FIGUEROA DATE: 12/26/24 TIME: 11:50 AM		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
22	COMPANY NAME: PATE COMPANY INC PHONE: 671-839-8912 FAX: 671-392-8293	ADDRESS: 92840 W PITI ST EMAIL: N/A	NAME: BOB SMITH DATE: 12/20/24 TIME: 4:03 PM		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
23	COMPANY NAME: PHONE: FAX:	ADDRESS: EMAIL:	NAME: DATE: TIME:		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	
24	COMPANY NAME: PHONE: FAX:	ADDRESS: EMAIL:	NAME: DATE: TIME:		PROCUREMENT INITIAL: _____ DATE: _____ TIME: _____	

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Tue, Dec 24, 2024 11:50 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Gidget

Last Name: Figuracion

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Valcon Guam LLC

Address: PO Box 25702

Email: gigi@valconguam.com

Telephone: 6716884561

Fax Number: n/a

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Thu, Dec 19, 2024 01:20 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Daniel

Last Name: Hernandez

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Top Builders, LLC.

Address: 2211 Army Corps Drive Ste. 210 Manhattan Bldg, Tamuning GU

Email: dhernandez@topbuildersguam.com

Telephone: 671-489-8864

Fax Number: 671-989-8864

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Dec 09, 2024 02:51 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: ERIC

Last Name: CHAN

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: LATTE BUILDERS

Address: PO BOX 315322

Email: tonup80@gmail.com

Telephone: 6718883008

Fax Number: 6718883008

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Dec 09, 2024 09:45 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Jhon

Last Name: Llanto

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: JMI Edison

Address: 130 Siket St.

Email: jhonllanto@jmiguam.com

Telephone: 6717880455

Fax Number: 6716495685

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Fri, Dec 06, 2024 02:03 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Darryl

Last Name: Navarro

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Catcon

Address: 973 S Marine Corps Drive

Email: darryl.navarro@catconguam.com

Telephone: 6713007695

Fax Number: N/A

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Wed, Dec 04, 2024 07:07 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Philip

Last Name: PARK

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Eastern Pacific Engineering & Constuction

Address: 954 Army Drive,

Email: philip.park@easternpacificec.com

Telephone: 6717477944

Fax Number: 6716497945

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Thu, Dec 05, 2024 11:44 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Edmond

Last Name: Salvador

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Tridon Corporation

Address: PO Box 21836 GMF Barrigada Guam 96921

Email: esalvador@tridoncorp.com

Telephone: 6717972972

Fax Number: 6716460866

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Dec 02, 2024 10:11 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Tiffany

Last Name: Sablan

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Catalyst Construction

Address: One Tanaka Plaza 937 South Marine Corp Drive Suite 204 Tamuning Guam 96913

Email: tsablan.catalystguam@usa.com

Telephone: 671-9690623

Fax Number: NONE

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Dec 02, 2024 10:32 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Reynold

Last Name: Leung

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Checkpoint International Corp.

Address: 1270 North marine Corp. Drive Suite 101-429 Tamuning Guam 96913

Email: reynleung@gmail.com

Telephone: 6718981741

Fax Number: 6719698898

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Wed, Nov 27, 2024 08:45 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Green

Last Name: doo

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: fjhjhfhj

Address: fjjgjffjhf

Email: info@savehums.ac.ir

Telephone: +297 09658475869

Fax Number: 9658475869587

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Fri, Nov 29, 2024 11:27 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Isaac

Last Name: Duenas

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Master Blasters

Address: 123 Ysengsong road dededo96929

Email: masterblastersgu@gmail.com

Telephone: 6714871056

Fax Number: N/A

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Sun, Dec 01, 2024 02:43 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: David

Last Name: Zhang

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Mega United Corp.

Address: P.O.Box 8620

Email: zuminzhang9@gmail.com

Telephone: 6716893293

Fax Number: 16716893293

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 03:53 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Vic

Last Name: Wang

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: WBH LLC

Address: 720 Pale San Vitores Road

Email: vic.ecosolarworld@gmail.com

Telephone: 6719885558

Fax Number: 6719885558

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 05:17 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Roberto

Last Name: Marzan

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: BME & Sons, Inc.

Address: 132 Golden Cupid Road, Latte Hights, Mangilao, Guam

Email: rmarzan@bmesons.com

Telephone: 6714872069

Fax Number: 6716323334

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 06:57 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Ralph

Last Name: Navarro

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: rn builders

Address: 113 komplimento court dededo guam

Email: rnbuilders.guam@gmail.com

Telephone: 6719980419

Fax Number: 6719890498

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 02:47 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Daniel

Last Name: Hernandez

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Top Builders, LLC.

Address: 2211 Army Corps Drive Ste. 210 Manhattan Bldg, Tamuning GU

Email: dhernandez@topbuildersguam.com

Telephone: 671-489-8864

Fax Number: 671-989-8864

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 03:00 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Perry

Last Name: Taladoc

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: AYM International

Address: Suite 203 Mikkell Bldg. 194 Chalan San Antonio Road Tamuning, Guam 96931

Email: aym@aymguam.com

Telephone: 6716478296

Fax Number: 6714777562

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 01:23 PM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Kit

Last Name: Casin

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: JJ Global Services

Address: P.O. Box 217881 Barrigada, Guam 96921

Email: kit.casin@jjglobal.services

Telephone: 6714829485

Fax Number: 6716321179

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 10:06 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Lacee

Last Name: Martinez

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Pacific Federal Management

Address: 202 Hilton Road Unit 7 Tumon Guam, 96913

Email: lacee.guerrero@pfmguam.com

Telephone: 671-688-8281

Fax Number: 671-688-8281

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 08:11 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Angelica

Last Name: Bassi

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Core Tech International

Address: 388 South Marine Corps Dr., Tamuning, Guam

Email: angelica.bassi@coretechintl.com

Telephone: 6714869115

Fax Number: 671473-5500

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 08:16 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: Lee

Last Name: Cruz

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Easter Pacific Engineering Construction

Address: 954 Army Dr, Ste 201 Barrigada Gu 96913

Email: leecruz@easternpacificec.com

Telephone: 6714839770

Fax Number: 6710000000

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 08:16 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: cklyde

Last Name: malinao

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Checkpoint international

Address: 928 N Marine Corps Dr, Suite 101, Tamuning GU 96913

Email: checkpoint.estimates@gmail.com

Telephone: 16714827233

Fax Number: 6719698898

Bids and RFPs - Port of Guam

From : Port Authority of Guam
<pagprocurement01@portofguam.com>

Mon, Nov 25, 2024 08:57 AM

Sender : pagprocurement01@portofguam.com

Subject : Bids and RFPs - Port of Guam

To : procurement portofguam
<procurement.portofguam@gmail.com>

Reply To : Port Authority of Guam
<pagprocurement01@portofguam.com>

Hafa Adai,

A user has submitted the Bids and RFPs form from the website. Below is a copy of the user's submission.

First Name: MARVIN

Last Name: BALAYO

Bid/RFP Title: WAREHOUSE No.1 MAINTENANCE PROJECT

Bid/RFP Number: IFB-PAG-CIP-024-004

Company: Green Community Development dba Surface Solution

Address: 928 N Marine Corps Dr, Suite 101, Tamuning GU 96913

Email: greencommunityengineers@gmail.com

Telephone: 6714820080

Fax Number: 6719698898

ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project**From :** Pia A. Castro <pacastro@portofguam.com>

Wed, Dec 11, 2024 10:44 AM

Subject : ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

2 attachments

Cc : spmuna01 <spmuna01@portofguam.com>, PAG Procurement <pagprocurement@portofguam.com>**Bcc :** Philip Park <philip.park@easternpacificec.com>, darryl navarro <darryl.navarro@catconguam.com>, jhonllanto@jmiguam.com, tonup80@gmail.com, Ralph Navarro <rnbuilders.guam@gmail.com>, vic ecosolarworld <vic.ecosolarworld@gmail.com>, rmarzan <rmarzan@bmesons.com>, info <info@savehums.ac.ir>, masterblastersgu <masterblastersgu@gmail.com>, zuminzhang9 <zuminzhang9@gmail.com>, Tiffany Sablan <tsablan.catalystguam@usa.com>, esalvador@tridoncorp.com, angelica bassi <angelica.bassi@coretechintl.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, checkpoint estimates <checkpoint.estimates@gmail.com>, reynleung@gmail.com, greencommunityengineers <greencommunityengineers@gmail.com>, lacee guerrero <lacee.guerrero@pfmguam.com>, kit casin <kit.casin@jjglobal.services>, dhernandez <dhernandez@topbuildersguam.com>, aym <aym@aymguam.com>

Hafa Aдай,

Please see attached **Addendum No. 1** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia

**PIA A. CASTRO**

Procurement Admin. Officer

Port of Guam, Jose D. Leon Guerrero Commercial Port

1026 Cabras Hwy., Ste. 201, PITI, GU 96915

Tel: 1-671-477-5931 Ext: 253

**ZcoSignatureImage_pia castro_image001.jpg**

3 KB

ADDENDUM 1 - WH1 Maintenance Proj.pdf

339 KB

ADDENDUM
1



PORT OF GUAM
ATURIDAT I PULU'U LON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmuna01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Pre-Bid Conference Summary
2. Pre-Bid Conference Agenda
3. Sign-In Sheets

******Nothing Follows******

***** END OF ADDENDUM NO. 1 *****

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: _____

COMPANY: _____

DATE/TIME: _____



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

Pre-Bid Conference Summary
December 6, 2024
IFB -024-004 Warehouse No. 1 Maintenance Project

On December 3, 2024, Procurement held a pre-bid conference for IFB 024-004 Warehouse No.1 Maintenance Project. It was set for 10:00AM and 21 people attended with an additional 7 Port staff, fifteen companies (15) registered and downloaded packets at time of pre-bid conference. The 10 bidders in attendance were Core Tech Int'l, Eastern Pacific Engineering and Construction, Surface Solutions, Pacific Federal Management, JJ Global Services, Top Builders, AYM Int'l, RN Builders, BME & Sons, and Catalyst Construction. In attendance for the Port were Steven Muna, Mark Cabrera, Clarence Lagutang, Iremar Gutierrez, Jerome Valdez, and Jared Perez. Representing each company are as follows;

Core Tech Int'l – Lawrence Dela Pena, Mark Mansanto, Famela Micor, Angela Bassi, Jeneva Francisco, Ronel Rosel

Top Builders – Edwin Alcan,

RN Builders – Ralph Navarro

BME & Sons – Mark Abarca, Robert Marzan, Jade Arguelles

AYM Int'l – Perry Taladoc, C. Fernandez

Catalyst – Tiffany Sablan, Shirley Tulop

Surface Solutions – Marlo Valencia

JJ Global – Luis Bustamante, Rick Sison

Pacific Federal Management – Ruben Montalvo, Ken San Nicolas

Eastern Pacific – Joo Bae Park

The registered bidders in attendance were informed of the requirements for this bid. Bidders were reminded of the important dates for this IFB and that December 13, 2024 by 5PM Q&Cs were due. Next, bid submittal for this IFB would be on January 3, 2025, by and no later than 2:00pm. After reminding bidders of these important dates, Procurement went through the agenda specifically what is expected of the submittal.

Procurement reminded bidders that 1 original, 2 copies, and one electronic PDF format on CD or USB was required in the sealed envelope. Under the section of special reminders, bidders would acknowledge and submit all the required forms as listed on the agenda. The successful bidder awarded would be provided an NTP, issued by the PAG Engineering Division at the pre-construction meeting.

During the pre-bid conference, Clarence Lagutang, from PAG CIP Engineering Division, did a power point presentation of Warehouse No. 1 in order to give a better understanding to the potential bidder what they are facing. At the end of the conference bidders were informed that

the correspondence of today's meeting would be prepared in an addendum and include the pre-bid summary, pre-bid agenda and sign in sheets. Also that due to the technical aspects of the scope of work & the site visit, questions concern or clarifications must be in writing and addressed to the Port's General Manager Mr. Rory J. Respicio. All were reminded that nothing stated in the pre-bid conference shall change the IFB unless through a written amendment §3109 (g)(4), which will be sent to bidders who have officially registered with PAG and be posted on the Port's Website, [https:// portofguam.com/bids-and-rfps](https://portofguam.com/bids-and-rfps).

Those in attendance were also reminded of the restriction against contractors employing convicted sex offenders from working at Government of Guam venue. The conference ended by 10:45AM. The potential bidders were then escorted by PAG staff on a site visit of the project to the project location at Warehouse No. 1.

*****NOTHING FOLLOWS*****



PRE-BID CONFERENCE AGENDA
IFB-PAG-CIP-024-004
WAREHOUSE NO.1 MAINTENANCE PROJECT

Date: TUESDAY, DECEMBER 3, 2024

Time: 10:00 a.m.

Location: PAG Boardroom

I. INTRODUCTION:

- A. PAG Representatives
- B. Others

II. INTENT AND PURPOSE:

The Jose D. Leon Guerrero Commercial Port or Port Authority of Guam (PAG), hereinafter referred to as PAG, is inviting firms to participate in the Invitation for Bid (IFB), for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT**. This project is funded and financed with the Port Authority of Guam Bond Funding (Port Local Funds). **Purpose of Pre-Bid:** This meeting is to explain the requirements of this IFB and provide the potential Bidder(s)/Firm(s) a better understanding of the solicitation process.

III. PROJECT LOCATION AND DESCRIPTION:

The project is located at the Port Authority of Guam (PAG) along the F3 Wharf. Warehouse 1 is a 55,000 square foot concrete building that was constructed in 1968. This building is currently occupied by an underwater cable supply company (tenant), and various PAG departments (Preventive Maintenance, Riggers, Police, Electricians, Crane Mechanics).

The project intends to repair and maintain Warehouse 1. The scope of work shall include Structural Repairs of existing cracks and spalls due to salt water penetration and intrusion affecting overall structural integrity of the building. The project shall also include electrical repairs and fire protection replacement in order to ensure this building can be occupied safely. A new restroom facility will also be constructed outside Warehouse 1.

All systems shall meet the standard compliance of organizations for the American National Standard Institute (ANSI), American Society for Testing & Materials (ASTM), Underwriter Laboratories (UL), & Occupational Safety & Health Association (OSHA). Contractors are encouraged to visit the site on a scheduled date set by Procurement and Engineering/CIP Division.

IV. DESCRIPTION OF SERVICES: The services required labeled as Scope of Work, Maps and Drawings are found in Volume 5 in the IFB package. A CD of Volume 5 is available for pick-up at the PAG Procurement office, 1st floor PAG Admin Building. You may also provide a USB flash drive and the procurement staff will transfer the files to your drive.

V. IFB PROCESS AND REQUIREMENTS:

- A. **QUESTIONS, CONCERNS & INQUIRIES (Q&C)** Deadline: **Friday, December 13, 2024** no later than **5:00 p.m.**
- B. **BID SUBMITTAL:** **Friday, January 3, 2025** before or up until **2:00 P.M. Chamorro Standard Time (Guam Time)**, 1st floor Port Procurement Office Admin. Bldg.
- C. **BID OPENING:** **Friday, January 3, 2025** immediately after bid submittal time has expired. Opening will take place in the PAG BOD Conference Room.
- D. **REQUIRED COPIES:** 1 original, 2 copies and 1 CD or USB containing electronic file copy in PDF format.
- E. Special Reminders to Prospective Bidders

F. Required Forms for Submittal

- Competency of Bidders Requirements
- Bid Form and Bid Schedule
- Bid Security 15% of Bid Amount
- Affidavit Disclosing Ownership commissions (AG Form 002)
- Affidavit Re Non-Collusion (AG Form 003)
- Affidavit Re NO Gratuities or Kickbacks (AG Form 004)
- Affidavit Ethical Standards (AG Forms 005)
- Declaration Re Compliance with U.S. DOL Wage Determination (AG Form 006)
- Affidavit Re Contingent Fees (AG Form 007)
- Special Provision re Sex Offenders Working on Government Property

G. Notice to Proceed will be issued by PAG Engineering Division at Pre-Construction meeting.

VI. An Addendum will be prepared covering minutes for today's meeting, including clarifications regarding today's pre-bid. Due to the technical aspects of the scope of work & the site visit, questions concerns or clarification shall be in writing and addressed to Port General Manager Mr. Rory J. Respicio.

A. **Questions, Concerns and Inquiries:** Deadline to submit: **Friday, December 13, 2024, NO LATER THAN 5 P.M.** Addressed to: RORY J. RESPICIO, General Manager at rjrespicio@portofguam.com via fax @ 472-1439 please copy in email Steven P. Muna, Contract Management Administrator at spmuna01@portofguam.com, and pagprocurement@portguam.com.

B. **Reminder:** Nothing stated at the Pre-Bid Meeting or Site Visit shall change the IFB unless a change is made by written Amendment (§3109(g) (4)), which will only be sent to bidders who have officially registered with PAG.

Please note that all Amendments will only be sent to all bidders who have officially registered with the PAG and posted on the Port Authority's website: <https://portofguam.com/bids-and-rfps>.

C. **Restrictions:** Volume 1, General Information & Instructions to Bidders, Section III. COMPLIANCE WITH LAWS AND MANDATORY FORMS FOR SUBMITTAL, Item 10. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venue. (Subsection 5253 of Title 5 Guam Code Annotated), found on Page 9.

VII. **SITE VISIT – RULES AND REGULATIONS, POLICIES AND PROCEDURES.** Scheduled for Tuesday, December 3, 2024 immediately following pre-bid conference. Names of all site visit attendees must be submitted 24-hours prior to site visit for purposes of vetting by the Port Police Division. Safety is a priority, please provide your PPE. Photo restrictions apply.

VIII. MEETING ADJOURNED.

Time: 10:45 am

Procurement Staff Initial: 

IFB-024-004 WAREHOUSE NO. 1 MAINTENANCE PROJECT

Pre-Bid and Site Visit Sign-In Sheet

Date: December 3, 2024 Time: 10:00am Location: PAG Board of Director's Conference Room

NO.	Name	Company	Email	Contact No.	Pre-bid	Site Visit
1	STEVEN MUNA	PAG-Procurement	spmuna01@portofguam.com	671-477-5931/2		
2	<i>bus & bryant J.S.C.</i>		<i>bus.bryant@jst-cbd.com</i>	<i>691 489 9502</i>		
3	<i>Shirley Tiuop</i>	<i>CATALYST</i>	<i>stiuop923@gmail.com</i>	<i>671 969-0623</i>		
4	Porto Valencia	Surface Solutions	greencommunityengineers@gmail.com	671-482-0550		
5	PAUL MANSANTO	KN BUILDERS CORP	frbuilders.guam@gmail.com	671 9985419		
6	MARK ABARCA	BME & SONS, INC.	MARKA@BMESONS.COM	671-777-3905		
7	<i>brodie park, inc</i>	<i>Eastern Pacific Inc</i>	<i>phiep.park@easternpacificrec.com</i>	<i>671-747-7946</i>		
8	ROBERT MARZAN	BME & SONS, INC	rmarzan@bmeanc.com	671-482-2061		
9	Laurence dela Paz	Coretech Int'l	laurence.delapaz@coretechintl.com	671 486 2142		
10	WAX WOLSKUT	CORE TECH INTL	<i>mark.mansanto@coretechintl.com</i>	<i>671-486-2659</i>		
12	FAMELA MILON	CORE TECH INTL	famelamilon@coretechintl.com	671-486-1244		
13	ANGELICA BARRIS	CORE TECH INTL	angelica.barris@coretechintl.com	671-486-9115		
14	JENIEA FRANUSIA	CORE TECH INTL	jenniea.franusia@coretechintl.com	671-486-4496		
15	Ronel Rosel	CoreTech Intl	ronel.rosel@coretechintl.com	671-480-6389		
16	JADE ARGUELLES	PAE & SONS, INC	jacquelles@pae-sons.com	671-487-6541		
17	ELICK SISON	J G Global	sisonv1@jgglobal.com	671 988 6963		
18	PERRY D. PARRA	KRM IPT	perryd@krm.com	671-488-9229		
19	<i>Charmaine</i>	<i>- DO -</i>	<i>- DO -</i>	<i>671-777-8803</i>		
20	TIFFANY SAPHON	CATALYST MON.	tsaphon.catalyst@usa.com	671-483-0414		

IFB-024-004 WAREHOUSE NO. 1 MAINTENANCE PROJECT

Pre-Bid and Site Visit Sign-In Sheet

Date: December 3, 2024 Time: 10:00am Location: PAG Board of Director's Conference Room

NO.	Name	Company	Email	Contact No.	Pre-bid	Site Visit
21	Karl Say Nicolas	Pacific Federal Management	Karl.SN@PFManagement.com	688-8705	✓	✓
22	Ruben Morales	Pacific Federal Management	Ruben.Morales@PFManagement.com	687-7786	✓	✓
23						
24						
5	Clarence Laguarda	CIP-PAG				
26	Marina Gutierrez	CIP-PAG				
27	Jerome Valdez	CIP-PAG				
28	Jared Purdy	Pacific Federal Management				
29	Pacific Federal Management	PAG				
30	Mark Anderson	PAG-PAG				
31	Steven Mula-Proe	PAG				
32						
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36						
37						
38						
39						



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, smunna01@portofguam.com, pacastro@portofguam.com and alsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Pre-Bid Conference Summary
 2. Pre-Bid Conference Agenda
 3. Sign-In Sheets
- *****Nothing Follows*****

***** END OF ADDENDUM NO. 1 *****

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: A.M. ELAMPARO

COMPANY: CORE TECH INT'L.

DATE/TIME: 12/11/2024

RE: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project**From :** Angelica Bassi <angelica.bassi@coretechintl.com>

Wed, Dec 11, 2024 06:11 PM

Subject : RE: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1
Maintenance Project 3 attachments**To :** Pia A. Castro <pacastro@portofguam.com>**Cc :** spmuna01@portofguam.com,
pagprocurement@portofguam.com, Alon Elamparo
<alon.elamparo@coretechintl.com>

Good afternoon, Ms. Pia.

This is to acknowledge the receipt of addendum no 1. Please see attached signed cover page, for your reference.

Thank you and kind regards,
Angelica Bassi**CORE TECH INTERNATIONAL**388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913
www.coretechintl.com | Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671)486-9115 |

Email: angelica.bassi@coretechintl.com**From:** Pia A. Castro <pacastro@portofguam.com>**Sent:** Wednesday, December 11, 2024 10:45 AM**Cc:** spmuna01 <spmuna01@portofguam.com>; PAG Procurement <pagprocurement@portofguam.com>**Subject:** ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project**Importance:** High

Hafa Adai,

Please see attached **Addendum No. 1** for IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia**PIA A. CASTRO**



PORT OF GUAM
ATURIDAT I PUEYTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: paprocurement@portofguam.com, smuna01@portofguam.com, nacastro@portofguam.com and alsablan@portofguam.com, or Fax: (671) 472-1439

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1. Pre-Bid Conference Summary
2. Pre-Bid Conference Agenda
3. Sign-In Sheets

*****Nothing Follows*****

***** END OF ADDENDUM NO. 1 *****

Issued by:


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT	
NAME:	ALLAN GARCIA
COMPANY:	AME & SONS, INC.
DATE/TIME:	12/11/2024, 04:00 PM

RE: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Robert Marzan <rmarzan@bmesons.com>
Subject : RE: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1
Maintenance Project

Wed, Dec 11, 2024 04:24 PM

 2 attachments

To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, 'PAG
Procurement' <pagprocurement@portofguam.com>,
'Allan Garcia' <allangarcia@bmesons.com>, 'dannyn'
<dannyn@bmesons.com>, 'Vanessa Zacarias'
<vanessaz@bmesons.com>

Hi Ms. Pia,

Sending herewith is the signed copy of the above subject for your records.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, December 11, 2024 10:45 AM
Cc: spmuna01 <spmuna01@portofguam.com>; PAG Procurement <pagprocurement@portofguam.com>
Subject: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Please see attached **Addendum No. 1** for IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmunab01@portofguam.com, pacastro@portofguam.com and alsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Pre-Bid Conference Summary
 2. Pre-Bid Conference Agenda
 3. Sign-In Sheets
- *****Nothing Follows*****

***** END OF ADDENDUM NO. 1 *****

Issued by:



RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: 
COMPANY: **AYM INTERNATIONAL**
DATE/TIME: **12.12.2024/ 8:00AM**

IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj

From : Perry Taladoc <perrybtaladoc@gmail.com>

Thu, Dec 12, 2024 10:07 AM

Subject : IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj

 1 attachment

To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro
<pacastro@portofguam.com>, pagprocurement
<pagprocurement@portofguam.com>

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

 **addendum_1_-_wh1_maintenance_proj (S).pdf**
269 KB



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Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
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Website: www.portguam.com



Loures A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmunas01@portofguam.com, pacastro@portofguam.com and alsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Pre-Bid Conference Summary
 2. Pre-Bid Conference Agenda
 3. Sign-In Sheets
- *****Nothing Follows*****

***** END OF ADDENDUM NO. 1 *****

Issued by:


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: MARIO VALENZUELA
COMPANY: SURFACE SOLUTIONS
DATE TIME: DEC. 12, 2024

IFB-PAG-024-004. ADDENDUM NO.1 SIGNED

From : Surface Solutions <surfacesolutionspacific@gmail.com> Mon, Dec 16, 2024 10:55 AM
Subject : IFB-PAG-024-004. ADDENDUM NO.1 SIGNED  1 attachment
To : pagprocurement <pagprocurement@portofguam.com>,
spmuna01@portofguam.com,
pacastro@portofguam.com, Annie
<algsablan@portofguam.com>

Hafa Adai,

Please see the attached signed Addendum No.1 for your record.

Best Regards

Surface Solutions
surfacesolutionspacific@gmail.com
671-482-7233/ 671-898-1741

 **IFB-PAG-024-004. ADDENDUM NO.1 SIGNED.pdf**
2 MB



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmgua01@portofguam.com, rcastro@portofguam.com and alexablanc@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Pre-Bid Conference Summary
 2. Pre-Bid Conference Agenda
 3. Sign-In Sheets
- *****Nothing Follows*****

***** END OF ADDENDUM NO. 1 *****

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: Lyota M. Farnsworth
COMPANY: TRISON CORP.
DATE/TIME: 12/18/24

RE: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Ed Salvador <esalvador@tridoncorp.com>

Wed, Dec 18, 2024 09:06 AM

Subject : RE: ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1
Maintenance Project 2 attachments**To :** 'Pia A. Castro' <pacastro@portofguam.com>**Cc :** 'spmuna01' <spmuna01@portofguam.com>, 'PAG
Procurement' <pagprocurement@portofguam.com>,
'Gota Miyanagi' <gmiyanagi@tridoncorp.com>

Hi Pia,

Please see attached signed acknowledgement for Addendum 1 of the above subject project

Regards

Ed SalvadorTridon Corporation
P.O. Box GMF, Barrigada, Guam 96921
Tel: (671) 646-0864 | Fax: (671) 646-0866
Cell: (671) 797-2972

From: Pia A. Castro <pacastro@portofguam.com>**Sent:** Wednesday, December 11, 2024 10:45 AM**Cc:** spmuna01 <spmuna01@portofguam.com>; PAG Procurement <pagprocurement@portofguam.com>**Subject:** ADDENDUM 1 - IFB-PAG-CIP-024-004 WH1 Maintenance Project**Importance:** High

Hafa Adai,

Please see attached **Addendum No. 1** for IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia**PIA A. CASTRO**Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253



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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 6, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 1

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmunaa01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Pre-Bid Conference Summary
 2. Pre-Bid Conference Agenda
 3. Sign-In Sheets
- *****Nothing Follows*****

***** END OF ADDENDUM NO. 1 *****

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: JOE BAE PARK
COMPANY: Eastern Pacific ENC
DATE/TIME: 12/13/2024



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 1
Date: December 23, 2024

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 1 is hereby issued and revises and changes the original IFB packet. Please refer to General Information, Section II (2) Receipt of Bid Offers. This is to Amend to original bid submittal date on January 3, 2025, on or no later than 2:00pm.

THE NEW SUBMITTAL DATE IS: Friday, January 31, 2025 on or no later than 2:00pm Chamoru Standard Time (Guam Time).

2. **ATTENTION: A second site visit is scheduled for Tuesday, January 7, 2025 at 10:00am.** All that wish to attend must send a valid copy of a government issued photo ID to the above email addresses no later than Monday, January 6, 2025 at 10:00am for vetting by the PAG Port Police Division. On the day of the site visit please have a valid copy of your photo ID, wear close toed shoes, have a safety vest and hard hat.

*** END OF AMENDMENT No. 1, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: Eastern Pacific Engineering & Construction LLC

AUTHORIZED SIGNATURE:

PRINT NAME: Bae Park Date: 12/26/24 Time: 07:42 am.

Re: IFB 024-004 WHI Maintenance Project Amendment No 1

Thu, Dec 26, 2024 08:03 AM

3 attachments

From : Philip Park <philip.park@easternpacific.com>

Subject : Re: IFB 024-004 WHI Maintenance Project Amendment No 1

To : Steven P. Muna <spmuna01@portofguam.com>

Cc : Jimmy P. Dacasín <jpdacasín@portofguam.com>, Iremar C. Gutierrez <icgutierrez@portofguam.com>, Clarence Lagutang <clagutang@portofguam.com>, Katrina A. Messer <kamesser@portofguam.com>, Jacob B. Aquiníngoc <jbaquiningoc@portofguam.com>, Annie <algsablan@portofguam.com>, Mark A. Cabrera <macabrera@portofguam.com>, Pia A. Castro <pcastro@portofguam.com>, pagprocurement@portofguam.com, Henson Paranađa <HParanađa@easternpacific.com>, Albert Lavadia <ALavadia@easternpacific.com>, Ian Lorenz <ILorenz@easternpacific.com>, Tiffani Lee Cruz <leecruz@easternpacific.com>, Timothy Joo <tjoo@easternpacific.com>

Dear Steve,

Hafa Adai, The amendment has been received, reviewed, and signed accordingly. Now I am returning it as attached. Thank you.

- For reference, Addendum No. 1 is also included.

Best Regards,

Joo Bae Park (Philip)

Director of Construction Dept. I Archt Engr I MS NZ

Cell +1(671) 747-7944,

philip.park@easternpacific.com



Together, We Make It Happen

954 Army Drive Suite 102 Barrigada Guam 96913

Office +1(671)-649-7945

Guam Office : www.easternpacific.com

Eastern Companies - Together, We Make It Happen,

Headquarters : <http://eccamerica.com>

3011 Sutton Gate Dr. Suite 250, Suwanee, GA 30024

Eastern Companies is your trusted partner for industrial and commercial construction, and renewable energy development. Delivering excellence in construction projects and sustainable energy solutions.

From: Steven P. Muna <spmuna01@portofguam.com>

Sent: Monday, December 23, 2024 3:26 PM

To: Annie <algsablan@portofguam.com>; Mark A. Cabrera <macabrera@portofguam.com>; Pia A. Castro <pcastro@portofguam.com>; pagprocurement@portofguam.com <pagprocurement@portofguam.com>

Cc: Jimmy P. Dacasín <jpdacasín@portofguam.com>; Iremar C. Gutierrez <icgutierrez@portofguam.com>; Clarence Lagutang <clagutang@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>; Jacob B. Aquiníngoc <jbaquiningoc@portofguam.com>

Subject: IFB 024-004 WHI Maintenance Project Amendment No 1

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

*** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

Respectfully,

Steven P. Muna

ATOSSCOM Secretary

Port Authority of Guam

Procurement and Supply Division

W. 671-477-5931/2 ext.251

C. 671-888-7726

email: spmuna01@portofguam.com

Amendment_01_PAG_1226.pdf
273 KB

Addendum_01_PAG_1213.pdf
197 KB

Addendum No 2 IFB 024-004 WH1**From :** Steven P. Muna <spmuna01@portofguam.com>

Fri, Dec 27, 2024 02:20 PM

Subject : Addendum No 2 IFB 024-004 WH1

📎 1 attachment

To : Annie Sablan <algsablan@portofguam.com>, Pia A. Castro
<pacastro@portofguam.com>, Mark A. Cabrera
<macabrera@portofguam.com>,
pagprocurement@portofguam.com**Cc :** Jimmy P. Dacasin <jpdacasin@portofguam.com>, Jerome
C. Valdez <jcvaldez@portofguam.com>, Clarence
Lagutang <cvlagutang@portofguam.com>, Jacob B.
Aquiningoc <jbaquiningoc@portofguam.com>, Iremar C.
Gutierrez <icgutierrez@portofguam.com>, Katrina A.
Messer <kamesser@portofguam.com>**Bcc :** tonup80 <tonup80@gmail.com>, jhonllanto
<jhonllanto@jmiguam.com>, darryl navarro
<darryl.navarro@catconguam.com>, philip park
<philip.park@easternpacificec.com>, esalvador
<esalvador@tridoncorp.com>, tsablan catalystguam
<tsablan.catalystguam@usa.com>, zuminzhang9
<zuminzhang9@gmail.com>, masterblastersgu
<masterblastersgu@gmail.com>, info
<info@savehums.ac.ir>, Robert Marzan
<rmarzan@bmesons.com>, vic ecosolarworld
<vic.ecosolarworld@gmail.com>, rnbuilders guam
<rnbuilders.guam@gmail.com>, aym
<aym@aymguam.com>, dhernandez
<dhernandez@topbuildersguam.com>, kit casin
<kit.casin@jjglobal.services>, lacee guerrero
<lacee.guerrero@pfmguam.com>,
greencommunityengineers
<greencommunityengineers@gmail.com>, checkpoint
estimates <checkpoint.estimates@gmail.com>, reynleung
<reynleung@gmail.com>, leecruz
<leecruz@easternpacificec.com>, angelica bassi
<angelica.bassi@coretechintl.com>,
gigi@valconguam.com

Hafa Adai Bidders,

Please see the attached Addendum No 2 with the Q & C's and Responses. Please
acknowledge by signing and returning via email to the Port Procurement Division.

Thank you and have a good weekend.

APPENDUM
2

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **Addendum No 2.pdf**

97 KB



PORT OF GUAM
AUTORIDAD PUERTO DE GUAM
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

December 26, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 2

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmuna01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 2***

Issued by:



RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: _____

COMPANY: _____

DATE/TIME: _____

QUESTIONS & CONCERNS, REQUEST FOR INFORMATION

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

From Eastern Pacific Engineering Construction

1. Scope of work for roofing says to remove and replace backer rod and sealant for control joints. I cannot find a roof drawing that shows the control joints. Please provide drawing or lineal foot of control joints.

PAG Response: Please refer to technical drawing A-501, approximately 22,350 linear feet of construction joint to replace.

2. Detail drawing 3/P501 shows insulation on the underside of the roof. Can you confirm if this is existing condition or new construction. Also, what type of insulation and R value required?

PAG Response: Deleted on the Scope of Work.

3. We would like to request an extension request for the due date from Friday Jan. 3, 2025, to the following Friday Jan. 10, 2025?

PAG Response: Please see Amendment No. 1

Reason: Due to not getting a quick response from most of our subcons/vendors on LOA during this holiday season.

From Tridon Corporation

1. Is the site visit mandatory.

PAG Response: No.

2. May we request for another site visit.

PAG Response: Please see Amendment No. 1

From BME & Son's, Inc.

Question No.: 1

Referring to the issued Pre-Bid Conference Agenda, Item III, last sentence of Paragraph 2, with statement "A new restroom facility will also be constructed outside Warehouse 1.", please clarify if the construction of this facility should be included on this Bid. If so, please provide the reference drawing plans.

PAG Response: Deleted on the Scope of Work.

Question No.: 2

As informed during the site visit, the Bid should include removal and disposal of HAZMAT. Please confirm in writing.

PAG Response: Yes, removal and disposal it is included on the scope of work.

Question No.: 3

As informed during the pre-bid conference, the permit from DPW is not necessary since this is a maintenance project. Please confirm in writing.

PAG Response: Yes, whoever the FPS and FACP is needs to apply for permitting from DPW.

QUESTIONS & CONCERNS, REQUEST FOR INFORMATION

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

From BME & Son's, Inc. (Continued)

Question No.: 4

There was an information shared during the site inspection that "all works above the roof deck is excluded on this project". Please issue a final and clear statement regarding this as this will affect some of the work located on the roof deck.

PAG Response: Only 12 roof vents were excluded on the scope of work. There are three more roof vents needing to be replaced and repairs required to be made to the concrete collar. Other roof work (above roof deck) such as electrical, cracks and spalls, and roof coating are included in the scope of work.

Question No.: 5

There were heavy equipment accessories and other stored materials located inside and outside of the Warehouse-1. Please confirm who will do the clearing work. Also, kindly confirm if the Warehouse-1 will be shut down/ in-operational throughout the duration of the project.

PAG Response: All Equipment's, spare parts inside and outside the construction area will be moved by tenants and end users with proper request thru CIP/Engineering. Warehouse will be an active working area of Ports employee and tenants and will remain operational during construction. Construction schedule and three weeks advance planning/request is necessary to ensure area is cleared for construction work and there are no delays.

Question No.:6

Please confirm if the quantities reflected in the cost estimate prepared by NC Macario & Associates shall be used for the preparation of the bid proposal.

PAG Response: Yes. For contractor's reference only.

Question No.:7

Please provide information about the existing switchboard. This is for the common reference in supplying the new breaker compatible with the existing.

PAG Response: Please refer to technical drawing at E-200 and E-201.

Question No.: 8

During the site visit, it was observed that most of the panels, equipment, etc. are corroded and need to be replaced. There are also ECB's and disconnect switches that can be retained. Can you please confirm the quantity that needs to be replaced, or should we consider all?

PAG Response: Please refer to the technical drawings at E-200 and E-201.

From Surface Solutions - Request for the extension of deadline for bid submission by at least 14 days

We kindly ask for a 14-day extension for submitting our bid. The month of December having a lot of holidays and observance is causing a delay for our off-island vendors to provide their quotation for the special items and we still need to apply for bonding.

PAG Response: Please see Amendment No. 1.

PROCUREMENT DIVISION			FY25 ROUTING # <u>27</u>
Procurement Staff: <u>S. Muna</u>		Proc. Received Date: _____	
Date Out: <u>12/26/24</u> Time: <u>1:45pm</u>		Initial/Time: _____/_____	
Division	Initials	Date	Notes
Procurement Division <i>HM</i>	<i>hm</i>		
DGM - Admin & Finance	<i>pm</i>	<i>12/27/24</i>	
General Manager – (signature)	<i>mm</i>	<i>12/27/24</i>	
SUBJECT: ADDENDUM NO 2. IFB 024-004 WH1 Maintenance Project Questions, Concerns and Responses			
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> URGENT <input checked="" type="checkbox"/> GM SIGNATURE <input type="checkbox"/> PLEASE RETURN TO PROCUREMENT </div>			

QUESTIONS & CONCERNS, REQUEST FOR INFORMATION

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

From Eastern Pacific Engineering Construction

1. Scope of work for roofing says to remove and replace backer rod and sealant for control joints. I cannot find a roof drawing that shows the control joints. Please provide drawing or lineal foot of control joints.

PAG Response: Recommend site visit for schedule. *Please refer tech drawing A-501 approx. 223.50 Lft of construction joint to replace.*

2. Detail drawing 3/P501 shows insulation on the underside of the roof. Can you confirm if this is existing condition or new construction. Also, what type of insulation and R value required?

PAG Response: Deleted on the Scope of Work.

3. We would like to request an extension request for the due date from Friday Jan. 3, 2025, to the following Friday Jan. 10, 2025?

PAG Response: Please see Amendment No. 1

Reason: Due to not getting a quick response from most of our subcons/vendors on LOA during this holiday season.

From Tridon Corporation

1. Is the site visit mandatory.

PAG Response: No.

2. May we request for another site visit.

PAG Response: Please see Amendment No. 1

From BME & Son's, Inc.

Question No.: 1

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PAG Response: Deleted on the Scope of Work.

Question No.: 2

As informed during the site visit, the Bid should include removal and disposal of HAZMAT. Please confirm in writing.

PAG Response: Yes, removal and disposal it is included on the scope of work.

Question No.: 3

As informed during the pre-bid conference, the permit from DPW is not necessary since this is a maintenance project. Please confirm in writing.

PAG Response: Yes, whoever the FPS and FACP is needs to apply for permitting from DPW.

QUESTIONS & CONCERNS, REQUEST FOR INFORMATION

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

From BME & Son's, Inc. (Continued)

Question No.: 4

There was an information shared during the site inspection that "all works above the roof deck is excluded on this project". Please issue a final and clear statement regarding this as this will affect some of the work located on the roof deck.

PAG Response: Only 12 roof vents were excluded on the scope of work. There are three more roof vents needed to be replaced and repairs required to be made to the concrete collar. Other roof work (above roof deck) such as electrical, cracks and spalls, and roof coating are included in the scope of work.

Question No.: 5

There were heavy equipment accessories and other stored materials located inside and outside of the Warehouse-1. Please confirm who will do the clearing work. Also, kindly confirm if the Warehouse-1 will be shut down/ in-operational throughout the duration of the project.

PAG Response: All Equipment's, spare parts inside and outside the construction area will be moved by tenants and end users with proper request thru CIP/Engineering. Warehouse will be an active working area of Ports employee and tenants and will remain operational during construction. Construction schedule and three weeks advance planning/request is necessary to ensure area is cleared for construction work and there are no delays.

* Question No.:6

Please confirm if the quantities reflected in the cost estimate prepared by NC Macario & Associates shall be used for the preparation of the bid proposal.

PAG Response: Yes. FOR CONTRACTOR'S REFERENCE ONLY.

Question No.:7

Please provide information about the existing switchboard. This is for the common reference in supplying the new breaker compatible with the existing.

PAG Response: Please refer to technical drawing at E-200 and E-201.

Question No.: 8

During the site visit, it was observed that most of the panels, equipment, etc. are corroded and need to be replaced. There are also ECB's and disconnect switches that can be retained. Can you please confirm the quantity that needs to be replaced, or should we consider all?

PAG Response: Please refer to the technical drawings at E-200 and E-201.

From Surface Solutions - Request for the extension of deadline for bid submission by at least 14 days

We kindly ask for a 14-day extension for submitting our bid. The month of December having a lot of holidays and observance is causing a delay for our off-island vendors to provide their quotation for the special items and we still need to apply for bonding.

PAG Response: Please see Amendment No. 1.



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 26, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 2

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmunu01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 2***

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: Perry B. Taladoc
COMPANY: AYM INTERNATIONAL
DATE/TIME: 12.31.2024/ 10:00AM



PORT OF GUAM
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Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 26, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 2

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NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 2***

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: Edmond Salvador
COMPANY: Tridon Corporation
DATE/TIME: 1/23/25 9:00 AM



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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

January 22, 2025

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 3

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1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 3***

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: Edmond Salvador
COMPANY: Tridon Corporation
DATE/TIME: 1/23/25 9:00 Am

RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Ed Salvador <esalvador@tridoncorp.com>
Subject : RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, pagprocurement@portofguam.com

Thu, Jan 23, 2025 09:22 AM

 3 attachments

Hi Pia,

Please see attached Addendum 2 and 3 Acknowledgement.

Regards

Ed Salvador

Tridon Corporation
P.O. Box GMF, Barrigada, Guam 96921
Tel: (671) 646-0864 | Fax: (671) 646-0866
Cell: (671) 797-2972

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 22, 2025 2:41 PM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia

PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

 **Addendum 2 Acknowledgement.pdf**
37 KB

 **Addendum 3 Acknowledgement.pdf**
38 KB



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 26, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 2

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmuna01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

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1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 2 ***

Issued by:


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: Vod BAE PARK
COMPANY: Eastern Pacific ENC
DATE/TIME: 12/27/2024

Re: Addendum No 2 IFB 024-004 WH1

Sat, Dec 28, 2024 01:54 PM

2 attachments

From : Philip Park <philip.park@easternpacificcec.com>

Subject : Re: Addendum No 2 IFB 024-004 WH1

To : Steven P. Muna <spmuna01@portofguam.com>

Cc : Annie Sablan <alsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, Mark A. Cabrera <macabrera@portofguam.com>, pagprocurement@portofguam.com, Jimmy P. Dacasín <jpdacasín@portofguam.com>, Jerome C. Valdez <jcvaldez@portofguam.com>, Clarence Lagutang <clagutang@portofguam.com>, Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>, Iremar C. Gutierrez <icgutierrez@portofguam.com>, Katrina A. Messer <kamesser@portofguam.com>, Henson Paranađa <HParanađa@easternpacificcec.com>, Albert Lavadía <ALavadía@easternpacificcec.com>, Ian Lorenz <ILorenz@easternpacificcec.com>, Tiffani Lee Cruz <leecruz@easternpacificcec.com>

Hafa Adai Steven,

Happy new year All.

We have reviewed Addendum No. 2, including the Q&Cs and responses, and hereby submit it with our signature. Thank you.

Best Regards,

Joo Bae Park (Philip)

Director of Construction Dept I Archt Engr I MB NZ

Cell +1(671) 747-7944,

philip.park@easternpacificcec.com



Together, We Make It Happen

954 Army Drive Suite 102 Barrigada Guam 96913

Office +1(671)-649-7945

Guam Office : www.easternpacificcec.com

Eastern Companies - Together, We Make It Happen,

Headquarters : <http://eccamerica.com>

3011 Sutton Gate Dr. Suite 250, Suwanee, GA 30024

Eastern Companies is your trusted partner for industrial and commercial construction, and renewable energy development. Delivering excellence in construction projects and sustainable energy solutions.

From: Steven P. Muna <spmuna01@portofguam.com>

Sent: Friday, December 27, 2024 2:20 PM

To: Annie Sablan <alsablan@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>; Mark A. Cabrera <macabrera@portofguam.com>; pagprocurement@portofguam.com <pagprocurement@portofguam.com>

Cc: Jimmy P. Dacasín <jpdacasín@portofguam.com>; Jerome C. Valdez <jcvaldez@portofguam.com>; Clarence Lagutang <clagutang@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>; Iremar C. Gutierrez <icgutierrez@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>

Subject: Addendum No 2 IFB 024-004 WH1

Hafa Adai Bidders,

Please see the attached Addendum No 2 with the Q & C's and Responses. Please acknowledge by signing and returning via email to the Port Procurement Division.

Thank you and have a good weekend.

—
Respectfully,

Steven P. Muna

ATQSSCOM Secretary

Port Authority of Guam

Procurement and Supply Division

W. 671-477-5931/2 ext.251

C. 671-888-7726

email: spmuna01@portofguam.com

— Addendum_02_PAG_1227.pdf

276 KB



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Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 26, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 2

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, sgmuna01@portofguam.com, gcacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

***** END OF ADDENDUM NO. 2 *****

Issued by:


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT	
NAME:	<u>ROBERT MARZAN</u>
COMPANY:	<u>BME & SONS, INC.</u>
DATE/TIME:	<u>12/27/2024 @ 3:15 PM</u>

RE: Addendum No 2 IFB 024-004 WH1

Fri, Dec 27, 2024 03:28 PM

1 attachment

From : Robert Marzan <rmarzan@bmesons.com>**Subject :** RE: Addendum No 2 IFB 024-004 WH1**To :** 'Steven P. Muna' <spmuna01@portofguam.com>, 'Annie Sablan' <alsablan@portofguam.com>, 'Pla A. Castro' <pacastr@portofguam.com>, 'Mark A. Cabrera' <macabrera@portofguam.com>, pagprocurement@portofguam.com**Cc :** 'Jimmy P. Dacasin' <jpdacasin@portofguam.com>, 'Jerome C. Valdez' <jcvaldez@portofguam.com>, 'Clarence Lagutang' <clagutang@portofguam.com>, 'Jacob B. Aquiningoc' <jbaquiningoc@portofguam.com>, 'Iremer C. Gutierrez' <icgutierrez@portofguam.com>, 'Katrina A. Messer' <kamesser@portofguam.com>, 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Mark A' <MarkA@bmesons.com>, 'Jade Arguelles' <jarguelles016@gmail.com>, 'Jade Arguelles' <jarguelles@bmesons.com>

Hafa Adai!

We are sending herewith signed copy of Addendum No. 2 for your records.

Thank you and regards,

ROBERT MARZAN, JR.

Project Estimator

BME & Sons, Inc.

From: Steven P. Muna <spmuna01@portofguam.com>**Sent:** Friday, December 27, 2024 2:21 PM**To:** Annie Sablan <alsablan@portofguam.com>; Pla A. Castro <pacastr@portofguam.com>; Mark A. Cabrera <macabrera@portofguam.com>; pagprocurement@portofguam.com**CC:** Jimmy P. Dacasin <jpdacasin@portofguam.com>; Jerome C. Valdez <jcvaldez@portofguam.com>; Clarence Lagutang <clagutang@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>; Iremer C. Gutierrez <icgutierrez@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>**Subject:** Addendum No 2 IFB 024-004 WH1

Hafa Adai Bidders,

Please see the attached Addendum No 2 with the Q & C's and Responses. Please acknowledge by signing and returning via email to the Port Procurement Division.

Thank you and have a good weekend.

—

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

— Addendum No. 2.pdf

128 KB



PORT OF GUAM
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Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

December 26, 2024

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 2

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Email: pagprocurement@portofguam.com, samuna01@portofguam.com, pacastro@portofguam.com and alsablan@portofguam.com, or Fax: (671) 472-1439

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1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 2 ***

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: M. Valencia

COMPANY: SURFACE SOLUTIONS

DATE/TIME: DEC. 27, 2024 / 03:18 PM

PAG_WAREHOUSE NO. 1 MAINTENANCE PROJ._ADDENDUM 2_SIGNED

From : Surface Solutions <surfacesolutionspacific@gmail.com> Fri, Dec 27, 2024 03:23 PM
Subject : PAG_WAREHOUSE NO. 1 MAINTENANCE PROJ._ADDENDUM 2_SIGNED  1 attachment
To : pagprocurement <pagprocurement@portofguam.com>, spmuna01@portofguam.com, pacastro@portofguam.com, Annie <algsablan@portofguam.com>
Cc : Reynold Leung <reynleung@gmail.com>, Engineer Surface Solutions <engineers.surfacesolutions@gmail.com>, Green Community Engineers <greencommunityengineers@gmail.com>

Hafa Adai,

Please see the attached signed addendum no. 2 for PAG IFB WAREHOUSE NO. 1 MAINTENANCE PROJECT.

Best Regards

Surface Solutions
surfacesolutionspacific@gmail.com
671-482-7233/ 671-898-1741

 **PAG_WH 1 MAINTENANCE PROJ._ADDENDUM 2_SIGNED.pdf**
755 KB

2ND SITE VISIT

SITE VISIT FOR PAG-RFP 024-004 Warehouse No 1 Maintenance Project
JANUARY 7, 2025 Tuesday at 10:00am

NO.	Name	Company	Email	Contact No.
1	STEVEN MUNDY	PHG	spmunda1@portofguam.com	477-5931 XT 257
2	MARC VALERIO	Surfex Solutions	green community engineers @ gmail.com	681-1892-0550
3	Jonathan Tugeron	J Global.	J Tugeron port 1997@gmail.com	671-989-2918.
4	VERUME VALDEZ	PAC CIP/ENL'ic	Uvalde@portofguam.com	Ext. 600
5	Jimmy Dacanay	PAC Engr's	jpdacanay@portofguam.com	X 57993
6	Jaime Aquinina	PHG Engr.	engineering-cip@portofguam.com	671-594-5791
7	James Jankowski	TSP BUILDERS	dmwankowski@portofguam.com	671-489-8864
8	JUSTIN SOTO	ESPERANZA	justice.hart@pacificc@gmail.com	(671) 488-0769
9	ANTHONY VALERIO	ESPERANZA	anthonyvalerio@pacificc.com	(671) 488-9996
10	IAN BOKER	"	iboker@easternpacificcc.com	463-7446
12	HEATHER PEREZ	"	hperez@easternpacificcc.com	777-4484
13	HYONKALG, YUN	Heaven Const.	hc.guam@heavenconst.com	909. 2466.
14	HANGUL LEE	Heaven Construction	at 109@naver.com	480. 5012
15	WALTER TUGERON	ESPERANZA CONST.	victortugeron@yaguo.com	670. 285-0105
16	CIDYOT TUGERON	Valcon	cidyotvalconguam.com	631-688-4871
17	MARK ABARCA	BMEHSON'S, INC.	MARKA@BMEHSONS.COM	671-777-3905

SITE VISIT FOR PAG-RFP 024-004 Warehouse No 1 Maintenance Project
JANUARY 7, 2025 Tuesday at 10:00am

18	ROBERT MAMAM	BME SONS, INC.	rmamam@bmecons.com	671-483-2069
19	JADE ABGUELES	BME & SONS INC.	jarguelles@bmecons.com	671-487-6541
20	VICTOR GONZALES	EASTERN / GAB CONCT.	vicruelgonzales@yahoo.com	671-688-5451
21	ERNESTO EVAQUISTO	EASTERN / GAB CONCT.	ERNESTO@GABCONSTRUCTION.COM	671-682-8862
22				
23				
24				
25				
26				
27				
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31				
32				
33				

ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Pia A. Castro <pacastro@portofguam.com>
Subject : ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Wed, Jan 22, 2025 02:41 PM

2 attachments

Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com
Bcc : gigi <gigi@valconguam.com>, tonup80 <tonup80@gmail.com>, jhonllanto <jhonllanto@jmiguam.com>, darryl navarro <darryl.navarro@catconguam.com>, Philip Park <philip.park@easternpacificec.com>, Ralph Navarro <rnblders.guam@gmail.com>, vic ecosolarworld <vic.ecosolarworld@gmail.com>, rmarzan <rmarzan@bmesons.com>, info <info@savehums.ac.ir>, masterblastersgu <masterblastersgu@gmail.com>, zuminzhang9 <zuminzhang9@gmail.com>, Tiffany Sablan <tsablan.catalystguam@usa.com>, esalvador <esalvador@tridoncorp.com>, angelica bassi <angelica.bassi@coretechintl.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>, checkpoint estimates <checkpoint.estimates@gmail.com>, reynleung <reynleung@gmail.com>, greencommunityengineers <greencommunityengineers@gmail.com>, lacee guerrero <lacee.guerrero@pfmguam.com>, kit casin <kit.casin@jjglobal.services>, dhernandez <dhernandez@topbuildersguam.com>, aym <aym@aymguam.com>

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Addendum 3 - WH1 Maintenance Project.pdf
101 KB

ADDENDUM
3



PORT OF GUAM
AUTORIDAD PUERTO DE GUAYAMA
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

January 22, 2025

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 3

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmuna01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

***** END OF ADDENDUM NO. 3*****

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: _____

COMPANY: _____

DATE/TIME: _____

**REQUEST FOR INFORMATION (RFI) FORM
WAREHOUSE NO. 1 MAINTENANCE PROJECT
Cabras Island, Piti**

OFFEROR NAME: BME & Son's, Inc.
ADDRESS: 132 Gold Cupid Road, Mangilao, 96913
PHONE NUMBER: +1-671-487-2069
EMAIL: marzan@bmesons.com

Question No.: 1

Architectural drawing sheet A-501 detail 3 shows a PVC pipe for downspout, however, specification 221413 – Facility Storm Drainage Piping requires galvanized steel pipes. Please confirm which will govern.

PAG Respond:

1. Use PVC with SSTL bracket, bolt and nuts. See drawing A-501

Question No.: 2

Architectural drawing sheet A-501 detail 3 and Volume 5 Plumbing SOW item 4 requires installing new siphonic type roof drain only, however, plumbing new work notes item 5 on sheet P-101 requires installing a new siphonic type roof drain and a dome type overflow drain. Please confirm if the dome type overflow drain is required. If yes, please provide details and specs.

PAG Respond:

- 1.) New symphonic type roof drain is included.
- 2.) Dome type overflow drain is deleted.

Question No.: 3

Please confirm the cost for obtaining hot work permit.

PAG Respond:

Hot work permit cost is \$35

Question No.: 4

Removal and disposal of the existing utility sinks is stated in drawing sheet P-001 item PD-W01 but not stated in Volume 5 Plumbing SOW. Please confirm if this is still included in the scope. If yes, please provide as-built or mark-up plans for reference.

PAG Respond:

Follow technical drawing P-001, remove and dispose the existing utility sink.

Question No.: 5

Please provide as-built or mark-up plans including specifications for the location and quantity of the eye wash and shower.

PAG Respond:

There are 4 locations for eye wash and shower. See attached drawing cutsheet.



Eyewash and
shower location.doc



Eyewash and shower location, typical to 4 locations

PROCUREMENT DIVISION			FY25 ROUTING # <u>50</u>
Procurement Staff: <u>S. Muna</u>			Proc. Received Date: _____
Date Out: <u>01/14/25</u> <i>1/22/25</i> Time: <u>1:40pm</u> <i>gm</i>			Initial/Time: _____ / _____
Division	Initials	Date	Notes
Procurement Division	<i>h</i> <i>KLW</i>	<i>1/24/25</i>	
Deputy General Manager Admin			
General Manager – (signature)	<i>sr</i>	<i>1/28/25</i>	
SUBJECT: Addendum No. 3 IFB 024-004 WH1 Maintenance Project Q & C's			
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> GM SIGNATURE <input type="checkbox"/> PLEASE RETURN TO PROCUREMENT			



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Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

January 22, 2025

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 3

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmun01@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 3***

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

NAME: LEE CRUZ
COMPANY: EASTERN PACIFIC ENGINEERING & CONSTRUCTION
DATE/TIME: 1/22/25 @ 1519HRS

RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Wed, Jan 22, 2025 03:20 PM

6 attachments

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>

Subject : RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

To : Pia A. Castro <pacastr@portofguam.com>

Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com, Phillip Park <philip.park@easternpacificec.com>

Hi Pia,

Please see attached acknowledgement for your coordination.

Regards,

Ms. Lee Cruz

671-649-7946

671-483-9770

954 Army Drive Suite 102,

Barrigada Guam 96913

www.easternpacificec.com



Eastern Companies - Together, We Make It Happen,

Headquarters : <http://eccamerica.com>

3011 Sutton Gate Dr. Suite 250, Suwanee, GA 30024

Eastern Companies is your trusted partner for industrial and commercial construction, and renewable energy development. Delivering excellence in construction projects and sustainable energy solutions.

From: Pia A. Castro <pacastr@portofguam.com>

Sent: Wednesday, January 22, 2025 2:41 PM

Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com

Subject: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Importance: High

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO

Procurement Admin, Officer

Port of Guam, Jose D. Leon Guerrero Commercial Port

1026 Cabras Hwy., Ste. 201, PFTI, GU 96915

Tel: 1-671-477-5931 Ext: 253

Addendum 3 - WH1 Maintenance Project.pdf
109 KB



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

January 22, 2025

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 3

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, semuna01@portofguam.com, pacastro@portofguam.com and algablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 3***

Issued by:


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT
NAME: <u>ALLAN V. GARCIA</u>
COMPANY: <u>BME & SONS, INC.</u>
DATE/TIME: <u>JAN. 22, 2025 / 3:45 PM</u>

RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Robert Marzan <rmarzan@bmesons.com>
Subject : RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, pagprocurement@portofguam.com, 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Mark Abarca' <marka@bmesons.com>

Wed, Jan 22, 2025 04:05 PM

 2 attachments

Hafa Adai!

We are sending herewith signed copy of Addendum No. 3 for your records.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 22, 2025 2:41 PM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

 **Addendum No. 3.pdf**
119 KB



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portofguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

January 22, 2025

INVITATION FOR BID IFB-PAG-024-004

WAREHOUSE NO. 1 MAINTENANCE PROJECT

ADDENDUM NO. 3

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON AREA PROVIDED BELOW AND RETURN COPY TO PAG PROCUREMENT OFFICE:

Email: pagprocurement@portofguam.com, spmunao1@portofguam.com, pacastro@portofguam.com and algsablan@portofguam.com, or Fax: (671) 472-1439

NOTICE TO OFFERORS: The IFB Documents of the above referenced project are hereby provided and are to be included the above referenced IFB packet. The following documents are listed below:

1. Questions and Concerns, and PAG Responses

*****Nothing Follows*****

*** END OF ADDENDUM NO. 3 ***

Issued by:

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT	
NAME:	M. VALENCIA
COMPANY:	SURFACE SOLUTIONS
DATE/TIME:	JAN. 23, 2025 / 1000 H

PAG WAREHOUSE NO. 1 MAINTENANCE PROJECT ADDENDUM NO.3

From : Surface Solutions <surfacesolutionspacific@gmail.com> Thu, Jan 23, 2025 09:52 AM
Subject : PAG WAREHOUSE NO. 1 MAINTENANCE PROJECT ADDENDUM NO.3  1 attachment

To : pagprocurement <pagprocurement@portofguam.com>, spmuna01@portofguam.com, pacastro@portofguam.com, Annie <algsablan@portofguam.com>

Cc : Engineer Surface Solutions <engineers.surfacesolutions@gmail.com>, Green Community Engineers <greencommunityengineers@gmail.com>, Reynold Leung <reynleung@gmail.com>

Hafa Adai,

Please see the attached signed addendum no. 3 for your record and reference.

Best Regards

Surface Solutions
surfacesolutionspacific@gmail.com
671-482-7233/ 671-898-1741

 **PAG WAREHOUSE NO. 1 MAINTENANCE PROJECT ADDENDUM NO.3 - signed.pdf**
475 KB

IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project - RFI

From : Ed Salvador <esalvador@tridoncorp.com>

Thu, Dec 05, 2024 11:55 AM

Subject : IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project - RFI

To : rjrespicio@portofguam.com

Cc : spmuna01@portofguam.com,
algsablan@portofguam.com, pacastro@portofguam.com,
pagprocurement@portofguam.com,
gmiyanagi@tridoncorp.com

Good Morning Ma'am / Sir,

Tridon Corporation is interested to bid on the above subject project, we have some RFI below:

1. Is the site visit mandatory
2. May we request for another site visit

Regards

Ed Salvador

Tridon Corporation
P.O. Box GMF, Barrigada, Guam 96921
Tel: (671) 646-0864| Fax: (671) 646-0866
Cell: (671) 797-2972

EPEC RFI 01 - IFB-PAG-CIP-024-004 Warehouse No1 Maintenance Project

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>

Fri, Dec 13, 2024 08:41 AM

Subject : EPEC RFI 01 - IFB-PAG-CIP-024-004 Warehouse No1 Maintenance Project

To : rjrespicio@portofguam.com, spmuna01 <spmuna01@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

 4 attachments

Cc : Philip Park <philip.park@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>

Good morning Sir,

Please see attached RFI for your review and coordination.

We look forward from hearing from you.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



Together, We Make it Happen

 **IFB-PAG-CIP-024-004 RFI #02 - EPEC.doc**
42 KB



| Address: 954 Army Dr, Ste 102, Barrigada Guam | Phone: 671-649-7945 |
<https://www.easternpacificec.com>

Request For Information #02

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

We would like to request an extension request for the due date from Friday Jan. 3, 2025, to the following Friday Jan. 10, 2025?

Reason: Due to not getting a quick response from most of our subcons/vendors on LOA during this holiday season.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>

Q&C - IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance Project

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>

Wed, Dec 04, 2024 10:14 AM

Subject : Q&C - IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance Project

To : rjrespicio@portofguam.com, spmuna01 <spmuna01@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

 4 attachments

Cc : Philip Park <philip.park@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>

Good morning,

Please see attached RFI for your review and coordination.

We look forward from hearing from you.

Regards,

Ms. Lee Cruz

 671-649-7945

 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



 **IFB-PAG-CIP-024-004 PAG Warehouse 1 Maint..doc**
38 KB



| Address: 954 Army Dr, Ste 102, Barrigada Guam | Phone: 671-649-7945 |
<https://www.easternpacificec.com>

Request For Information

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

- 1. Scope of work for roofing says to remove and replace backer rod and sealant for control joints. I cannot find a roof drawing that shows the control joints. Please provide drawing or lineal foot of control joints.**
- 2. Detail drawing 3/P501 shows insulation on the underside of the roof. Can you confirm if this is existing condition or new construction. Also, what type of insulation and R value required.**

Regards,

Keith Dickson

PAG_Warehouse No.1 Maintenance Project_Request for Bid Extension

From : Surface Solutions <surfacesolutionspacific@gmail.com> Sat, Dec 14, 2024 10:28 AM
Subject : PAG_Warehouse No.1 Maintenance Project_Request for Bid Extension  1 attachment
To : rirespicio@portofguam.com, spmuna01@portofguam.com, pagprocurement <pagprocurement@portofguam.com>
Cc : Reynold Leung <reynleung@gmail.com>, Engineer Surface Solutions <engineers.surfacesolutions@gmail.com>, Green Community Engineers <greencommunityengineers@gmail.com>

Hafa Adai Mr. Rory Respicio,

Kindly see the attached request for an extension of Bid Submittal for the above mentioned project.

Best Regards

Surface Solutions
surfacesolutionspacific@gmail.com
671-482-7233/ 671-898-1741

 **PAG_WAREHOUSE NO.1 MAINTENANCE PROJECT.PDF**
211 KB



December 11, 2024

TO: **PORT OF GUAM**
JOSE D. LEON GUERRERO COMMERCIAL PORT
1026 Cabras Highway, Suite 201, Piti, Guam 96915

ATTENTION: **RORY J. RESPICIO**
General Manager

PROJECT NAME: WAREHOUSE NO.1 MAINTENANCE PROJECT
PROJECT CODE: IFB-PAG-CIP-024-004

SUBJECT: Request for the extension of deadline for bid submission by atleast 14 days

Dear Mr. Rory J. Respicio,

We kindly ask for a 14-day extension for submitting our bid. The month of December having a lot of holidays and observance is causing a delay for our off island vendors to provide their quotation for the special items and we still need to apply for bonding.

We deeply appreciate your understanding and consideration


Sincerely:



Krystal Leung

President – Green Community Development dba Surface Solutions

REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project

From : Robert Marzan <rmarzan@bmesons.com> Fri, Dec 13, 2024 11:40 AM
Subject : REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project  1 attachment
To : 'Rory J. Respicio' <rjrespicio@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, 'PAG Procurement' <pagprocurement@portofguam.com>, 'Allan Garcia' <allangarcia@bmesons.com>, 'Jade Arguelles' <jarguelles016@gmail.com>, 'Mark A.' <marka@bmesons.com>

Hafa Adai!

We are submitting herewith the RFI for the Warehouse No.1 Maintenance Project for your appropriate action.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

 **RFI_PAG_Warehouse.pdf**
89 KB

**REQUEST FOR INFORMATION (RFI) FORM
WAREHOUSE NO. 1 MAINTENANCE PROJECT
Cabras Island, Piti**

OFFEROR NAME: BME & Son's, Inc.
ADDRESS: 132 Gold Cupid Road, Mangilao, 96913
PHONE NUMBER: +1-671-487-2069
EMAIL: rmarzan@bmesons.com

Question No.: 1

Referring to the issued Pre-Bid Conference Agenda, Item III, last sentence of Paragraph 2, with statement "*A new restroom facility will also be constructed outside Warehouse 1.*", please clarify if the construction of this facility should be included on this Bid. If so, please provide the reference drawing plans.

Question No.: 2

As informed during the site visit, the Bid should include removal and disposal of HAZMAT. Please confirm in writing.

Question No.: 3

As informed during the pre-bid conference, the permit from DPW is not necessary since this is a maintenance project. Please confirm in writing.

Question No.: 4

There was an information shared during the site inspection that "all works above the roof deck is excluded on this project". Please issue a final and clear statement regarding this as this will affect some of the work located on the roof deck.

Question No.: 5

There were heavy equipment accessories and other stored materials located inside and outside of the Warehouse-1. Please confirm who will do the clearing work. Also, kindly confirm if the Warehouse-1 will be shut down/ inoperational throughout the duration of the project.

Question No.:6

Please confirm if the quantities reflected in the cost estimate prepared by NC Macario & Associates shall be used for the preparation of the bid proposal.

Question No.:7

Please provide information about the existing switchboard. This is for the common reference in supplying the new breaker compatible with the existing.

Question No.:8

During the site visit, it was observed that most of the panels, equipment, etc. are corroded and need to be replaced. There are also ECB's and disconnect switches that can be retained. Can you please confirm the quantity that needs to be replaced, or should we consider all?

"KNOW SAFETY, NO MISHAPS"

IFB-PAG-CIP-024-004 RFI #03 - EPEC

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>

Thu, Jan 09, 2025 12:27 PM

Subject : IFB-PAG-CIP-024-004 RFI #03 - EPEC

 4 attachments

To : rjrespicio@portofguam.com, spmuna01
<spmuna01@portofguam.com>, pagprocurement
<pagprocurement@portofguam.com>

Cc : Philip Park <philip.park@easternpacificec.com>, Henson
Paranada <HParanada@easternpacificec.com>, Albert
Lavadia <ALavadia@easternpacificec.com>, Tiffani Lee
Cruz <leecruz@easternpacificec.com>

Good afternoon Sir,

Please see attached RFI for your review and coordination.

We look forward from hearing from you.

Regards,

Ms. Lee Cruz

 671-649-7945

 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

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<http://eccamerica.com>



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 **IFB-PAG-CIP-024-004 RFI #03 - EPEC.doc**
42 KB



| Address: 954 Army Dr, Ste 102, Barrigada Guam | Phone: 671-649-7945 |
<https://www.easternpacificec.com>

Request For Information #03

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

We would like clarification on using subcontractor and subletting.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📱 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>

2ND SITE VISIT

SITE VISIT FOR PAG-RFP 024-004 Warehouse No 1 Maintenance Project
JANUARY 7, 2025 Tuesday at 10:00am

NO.	Name	Company	Email	Contact No.
1	SEVEN MUNDY	PHG	SPHUNA.O@pmtg Guam.com	477-5931 XT 257
2	Mark Valencia	Surfex Solution	green community engineers @ gmail.com	681-182-0550
3	Jonathan Tizon	J Global.	J Tizon PHG 1997@gmail.com	631-989-2918.
4	VERUPE WADZ	PAC CIP/ENCL	Uvaldez@pmtg Guam.com	Ext. 600
5	Jimmy Dacan	PAC Engr's	Jpdacan@pmtg Guam.com	X 5793
6	Jaab Aquiniga	PHG Engr.	engineering-cip@pmtg Guam.com	671-584-5791
7	Joshua Frankler	TSP BUILDERS	dmw@tspbuilders Guam.com	671-489-8864
8	JUSTIN SOTO	FASTEN	justice.hart@pacific@gmail.com	(671) 488-0769
9	ALFREDO VASCO	FASTEN	alv@fastenpacific.com	(671) 488-9996
10	PHIL BOKER	"	ilb@fastenpacific.com	483-7446
12	HEATHER PERAZA	"	hperaza@fastenpacific.com	777-4484
13	HYONKALG, YUN	Heaven Const.	hc.guam@heavenconst.com	709. 2466.
14	HANGUL LEE	Heaven Construction	at109@naver.com	480. 5012
15	WALTER TUSAREO	EVERGREEN CONST.	victortusareo@yahoo.com	670. 285-0105
16	Cidgot Frigueron	Valcon	gig@valconguam.com	631-688-4811
17	MARK ABARCA	BMEHSON'S, INC.	MARKA@BMEHSONS.COM	671-777-3905

SITE VISIT FOR PAG-RFP 024-004 Warehouse No 1 Maintenance Project
JANUARY 7, 2025 Tuesday at 10:00am

18	ROBERT MARGAN	BME SONS, INC.	rmargan@bmecons.com	671-487-2069
19	JADE ABUELO	BME & SONS INC.	jarguelles@bmecons.com	671-487-6541
20	VICTOR GONZALES	EASTERN / GAB CONCT.	vicvictorgonzalez@yahoo.com	671-688-5451
21	ERNESTO EVARISTO	EASTERN / GAB CONCT.	ERNESTO@GABCONSTRUCTION.COM	671-682-2862
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INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 1
Date: December 23, 2024

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 1 is hereby issued and revises and changes the original IFB packet. Please refer to General Information, Section II (2) Receipt of Bid Offers. This is to Amend to original bid submittal date on January 3, 2025, on or no later than 2:00pm.

THE NEW SUBMITTAL DATE IS: Friday, January 31, 2025 on or no later than 2:00pm Chamoru Standard Time (Guam Time).

2. **ATTENTION: A second site visit is scheduled for Tuesday, January 7, 2025 at 10:00am.** All that wish to attend must send a valid copy of a government issued photo ID to the above email addresses no later than Monday, January 6, 2025 at 10:00am for vetting by the PAG Port Police Division. On the day of the site visit please have a valid copy of your photo ID, wear close toed shoes, have a safety vest and hard hat.

*** END OF AMENDMENT No. 1, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ Date: _____ Time: _____

AMENDMENT
1

EPEC RFI 01 - IFB-PAG-CIP-024-004 Warehouse No1 Maintenance Project

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>
Subject : EPEC RFI 01 - IFB-PAG-CIP-024-004 Warehouse No1 Maintenance Project
To : rjrespicio@portofguam.com, spmuna01 <spmuna01@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>
Cc : Philip Park <philip.park@easternpacificec.com>, Henson Paranada <HParanada@easternpacificec.com>, Albert Lavadia <ALavadia@easternpacificec.com>, Tiffani Lee Cruz <leecruz@easternpacificec.com>

Fri, Dec 13, 2024 08:41 AM

4 attachments

Good morning Sir,

Please see attached RFI for your review and coordination.

We look forward from hearing from you.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



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— **IFB-PAG-CIP-024-004 RFI #02 - EPEC.doc**
42 KB



| Address: 954 Army Dr, Ste 102, Barrigada Guam | Phone: 671-649-7945 |
<https://www.easternpacificec.com>

Request For Information #02

Project: IFB-PAG-CIP-024-004 PAG Warehouse 1 Maintenance

We would like to request an extension request for the due date from Friday Jan. 3, 2025, to the following Friday Jan. 10, 2025?

Reason: Due to not getting a quick response from most of our subcons/vendors on LOA during this holiday season.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

☎ 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>

Request for Extension of Deadline for Bid IFB No: PAG-CIP-024-004

From : Nathan Salera <marketing@jjglobal.services>

Sun, Dec 22, 2024 07:05 PM

Subject : Request for Extension of Deadline for Bid IFB No: PAG-CIP-024-004

 1 attachment

To : rjrespicio@portofguam.com, spmuna01@portofguam.com,
pagprocurement@portofguam.com

Cc : Luis Bustamante <luis.bustamante@jjglobal.services>, Maria Guiang
<maria.guiang@jjglobal.services>, Lovely Lantaca <lovely@jjglobal.services>, Kit Casin
<kit.casin@jjglobal.services>

Dear Mr. Respicio and Other Addressees,

I am writing on behalf of JJ Global Services, one of the bidders for the project under IFB No: PAG-CIP-024-004. We would like to formally request an extension of the bid submission deadline by three weeks.

Please find the details of our request in the letter below. If you have any questions or require further information, feel free to contact us.

Thank you for your time and consideration.

Respectfully,

Nathan L. Salera
Business Development Director
JJ Global Services, Inc.

 **Letter to PAG (Bid Deadline Extension) - Dec 20, 2024.pdf**
373 KB

December 20, 2024



MR. RORY J. RESPICIO
General Manager
Port Authority of Guam
1026 Cabras Highway
Suite 201
Piti Guam

Subject: Request for Extension of Bid Submission Deadline for IFB No: PAG-CIP-024-004

Dear Mr. Respicio,

I hope this letter finds you well.

JJ Global Services, as one of the bidders for the project under IFB No: PAG-CIP-024-004, respectfully requests an extension of the bid submission deadline by three weeks.

While coordinating with our surety carriers for the bid bond, the officers in charge raised concerns about their ability to issue the required bond before January 3, 2025, citing the upcoming holidays (limited staffing and short workdays), and the complexity of securing approval for a substantial bond amount.

We respectfully request a three-week extension to the current deadline to address these challenges and ensure the submission of a thorough and compliant bid. This adjustment would allow us and the other bidders sufficient time to finalize our proposals. By mid-to-late January, we believe regular business operations will have resumed fully, enabling a smoother completion process.

We are committed to delivering a comprehensive bid and value the opportunity to participate in this important project. We appreciate your understanding and consideration of this request.

Should you need additional details or documentation, please do not hesitate to contact us at +1 (671) 482-9485 or email kit.casin@jjglobal.services and marketing@jjglobal.services.

Thank you for your cooperation, and we look forward to your favorable response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis R. Bustamante'.

LUIS R. BUSTAMANTE
President and CEO
JJ Global Services, Inc.

PROCUREMENT DIVISION			FY25 ROUTING # _25_
Procurement Staff: <u>S. Muna</u>			Proc. Received Date: _____
Date Out: <u>12/23/24</u>		Time: <u>10:15am</u>	Initial/Time: _____ / _____
Division	Initials	Date	Notes
Procurement Division <i>fw ALGS</i>	<i>fm</i>	<i>12/23/24</i>	
DGM - Admin & Finance			
General Manager – (signature)	<i>mm</i>	<i>12/23/24</i>	
SUBJECT: AMENDMENT NO 1. IFB 024-004 WH1 Maintenance Project Bid Submittal Extension			
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> GM SIGNATURE <input type="checkbox"/> PLEASE RETURN TO PROCUREMENT			

IFB 024-004 WH! Maintenance Project Amendment No 1

From : Steven P. Muna <spmuna01@portofguam.com> Mon, Dec 23, 2024 03:26 PM
Subject : IFB 024-004 WH! Maintenance Project Amendment No 1 📎 1 attachment
To : Annie <algsablan@portofguam.com>, Mark A. Cabrera
<macabrera@portofguam.com>, Pia A. Castro
<pacastro@portofguam.com>,
pagprocurement@portofguam.com
Cc : Jimmy P. Dacasin <jpdacasin@portofguam.com>, Iremar
C. Gutierrez <icgutierrez@portofguam.com>, Clarence
Lagutang <cvlagutang@portofguam.com>, Katrina A.
Messer <kamesser@portofguam.com>, Jacob B.
Aquiningoc <jbaquiningoc@portofguam.com>

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

***** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.**

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

— **IFB 024-004 Amendment No 1.pdf**
28 KB

Subject : IFB 024-004 WH! Maintenance Project Amendment No 1

1 attachment

To : Annie <algsablan@portofguam.com>, Mark A. Cabrera <macabrera@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement@portofguam.com

Cc : Jimmy P. Dacasin <jpdacasin@portofguam.com>, Iremar C. Gutierrez <icgutierrez@portofguam.com>, Clarence Lagutang <cvlagutang@portofguam.com>, Katrina A. Messer <kamesser@portofguam.com>, Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>

Bcc : tonup80@gmail.com, jhonllanto@jmiguam.com, darryl navarro <darryl.navarro@catconguam.com>, philip park <philip.park@easternpacific.com>, rnbuilders guam <rnbuilders.guam@gmail.com>, vic ecosolarworld <vic.ecosolarworld@gmail.com>, Robert Marzan <rmarzan@bmesons.com>, info@savehums.ac.ir, masterblastersgu@gmail.com, zuminzhang@gmail.com, tsablan catalystguam <tsablan.catalystguam@usa.com>, esalvador@tridoncorp.com, angela bassi <angela.bassi@coretechintl.com>, leacruz@easternpacific.com, checkpoint estimates <checkpoint.estimates@gmail.com>, reynleung@gmail.com, greencommunityengineers@gmail.com, lacee guerrero <lacee.guerrero@pfmguam.com>, kit casin <kit.casin@jjglobal.services>, dhernandez@topbuildersguam.com, aym@aymguam.com

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

***** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.**

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Thank you, have a good day and Merry Christmas to all.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251



**INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT**

**AMENDMENT No. 1
Date: December 23, 2024**

**ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:**

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 1 is hereby issued and revises and changes the original IFB packet. Please refer to General Information, Section II (2) Receipt of Bid Offers. This is to Amend to original bid submittal date on January 3, 2025, on or no later than 2:00pm.

THE NEW SUBMITTAL DATE IS: Friday, January 31, 2025 on or no later than 2:00pm Chamoru Standard Time (Guam Time).

2. **ATTENTION: A second site visit is scheduled for Tuesday, January 7, 2025 at 10:00am.** All that wish to attend must send a valid copy of a government issued photo ID to the above email addresses no later than Monday, January 6, 2025 at 10:00am for vetting by the PAG Port Police Division. On the day of the site visit please have a valid copy of your photo ID, wear close toed shoes, have a safety vest and hard hat.

***** END OF AMENDMENT No. 1, ALL OTHERS REMAIN THE SAME *****

Issued by:

**RORY J. RESPICIO
GENERAL MANAGER**

Acknowledgement Receipt

COMPANY NAME: BME & Sons, Inc.

AUTHORIZED SIGNATURE:

PRINT NAME: Danny Natividad **Date:** 12/24/2024 **Time:** 02:30 PM

RE: IFB 024-004 WHI Maintenance Project Amendment No 1

Tue, Dec 24, 2024 02:43 PM

1 attachment

From : Robert Marzan <rmarzan@bmesons.com>

Subject : RE: IFB 024-004 WHI Maintenance Project Amendment No 1

To : 'Steven P. Muna' <spmuna01@portofguam.com>, 'Annie' <algsablan@portofguam.com>, 'Mark A. Cabrera' <macabrera@portofguam.com>, 'Pla A. Castro' <pacastro@portofguam.com>, pagprocurement@portofguam.com

Cc : 'Jimmy P. Dacasln' <jpdacasln@portofguam.com>, 'Iremer C. Gutierrez' <icgutierrez@portofguam.com>, 'Clarence Lagutang' <cvlagutang@portofguam.com>, 'Katrina A. Messer' <kamesser@portofguam.com>, 'Jacob B. Aquiningoc' <jbaquiningoc@portofguam.com>, 'Allan Garcia' <aillangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>

Hafa Adai!

We are sending herewith signed copy of Amendment No. 1 for your records.

Thank you and regards,

ROBERT MARZAN, JR.

Project Estimator

BME & Sons, Inc.

From: Steven P. Muna <spmuna01@portofguam.com>

Sent: Monday, December 23, 2024 3:26 PM

To: Annie <algsablan@portofguam.com>; Mark A. Cabrera <macabrera@portofguam.com>; Pla A. Castro <pacastro@portofguam.com>; pagprocurement@portofguam.com

Cc: Jimmy P. Dacasln <jpdacasln@portofguam.com>; Iremer C. Gutierrez <icgutierrez@portofguam.com>; Clarence Lagutang <cvlagutang@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>

Subject: IFB 024-004 WHI Maintenance Project Amendment No 1

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

*** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

--

Respectfully,

Steven P. Muna

ATOSSCOM Secretary

Port Authority of Guam

Procurement and Supply Division

W. 871-477-5931/2 ext.251

C. 871-888-7728

email: spmuna01@portofguam.com

Amendment No. 1.pdf65 KB



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 1
Date: December 23, 2024

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
alsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 1 is hereby issued and revises and changes the original IFB packet. Please refer to General Information, Section II (2) Receipt of Bid Offers. This is to Amend to original bid submittal date on January 3, 2025, on or no later than 2:00pm.

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*** END OF AMENDMENT No. 1, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: SURFACE SOLUTIONS

AUTHORIZED SIGNATURE:

PRINT NAME: MARIO VALENCIA Date: 12/23/24 Time: 3:43

PAG_WH 1 MAINTENANCE PROJECT - AMENDMENT 1

From : Surface Solutions <surfacesolutionspacific@gmail.com> Mon, Dec 23, 2024 03:49 PM
Subject : PAG_WH 1 MAINTENANCE PROJECT - AMENDMENT 1  1 attachment
To : pagprocurement <pagprocurement@portofguam.com>,
Annie <algsablan@portofguam.com>,
pacastro@portofguam.com, spmuna01@portofguam.com
Cc : Reynold Leung <reynleung@gmail.com>, Engineer
Surface Solutions
<engineers.surfacesolutions@gmail.com>, Green
Community Engineers
<greencommunityengineers@gmail.com>

Hafa Adai,

Please see the attached signed document for the IFB Warehouse No. 1 Maintenance Project.

Best Regards

Surface Solutions
surfacesolutionspacific@gmail.com
671-482-7233/ 671-898-1741

 **PAG_WH 1 MAINTENANCE PROJECT - AMENDMENT 1_SIGNED.pdf**
276 KB



**INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT**

**AMENDMENT No. 1
Date: December 23, 2024**

**ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:**

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com

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*** * * END OF AMENDMENT No. 1, ALL OTHERS REMAIN THE SAME * * ***

Issued by:

**RORY J. RESPICIO
GENERAL MANAGER**

Acknowledgement Receipt

COMPANY NAME: AYM INTERNATIONAL

AUTHORIZED SIGNATURE:

PRINT NAME: Perry B. Taladoc **Date:** 12.31.202 **Time:** 10:00AM

ID's for Site Visit (January 07, 2025)

From : Robert Marzan <rmarzan@bmesons.com>

Mon, Jan 06, 2025 09:20 AM

Subject : ID's for Site Visit (January 07, 2025) 2 attachments**To :** 'Steven P. Muna' <spmuna01@portofguam.com>, 'Pia A. Castro' <pacastro@portofguam.com>, pagprocurement@portofguam.com, 'Annie Sablan' <algsablan@portofguam.com>**Cc :** 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Jade Arguelles' <jarguelles016@gmail.com>, 'Mark Abarca' <marka@bmesons.com>

Hafa Adai!

We are sending herewith photos of our ID's for the scheduled site visit tomorrow, for your reference and appropriate action.

Kindly confirm the receipt of this email.

Thank you and regards,

ROBERT MARZAN, JR.Project Estimator
BME & Sons, Inc.

 **ROBERT AND MARK IDs.pdf**
121 KB**JADE ID.jpg**
122 KB

Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.

From : Pia A. Castro <pacastro@portofguam.com>
Subject : Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Cc : pagprocurement@portofguam.com

Wed, Jan 08, 2025 11:53 AM

2 attachments

Bcc : Philip Park <philip.park@easternpacifcec.com>, darryl navarro <darryl.navarro@catconguam.com>, jhonllanto <jhonllanto@jmiguam.com>, tonup80 <tonup80@gmail.com>, gigi <gigi@valconguam.com>, Ralph Navarro <rnbuilders.guam@gmail.com>, vic ecosolarworld <vic.ecosolarworld@gmail.com>, rmarzan <rmarzan@bmesons.com>, info <info@savehums.ac.ir>, masterblastersgu <masterblastersgu@gmail.com>, zuminzhang9 <zuminzhang9@gmail.com>, Tiffany Sablan <tsablan.catalystguam@usa.com>, esalvador <esalvador@tridoncorp.com>, angelica bassi <angelica.bassi@coretechintl.com>, Tiffani Lee Cruz <leecruz@easternpacifcec.com>, checkpoint estimates <checkpoint.estimates@gmail.com>, reynleung <reynleung@gmail.com>, greencommunityengineers <greencommunityengineers@gmail.com>, lacee guerrero <lacee.guerrero@pfmguam.com>, kit casin <kit.casin@jjglobal.services>, dhernandez <dhernandez@topbuildersguam.com>, aym <aym@aymguam.com>

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.

Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253



ZcoSignatureImage_pia castro_image001.jpg
3 KB

Amendment 2.pdf
26 KB

AMENDMENT
2



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 2
Date: January 7, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 2 is hereby issued and establishes a date for
additional Questions and Concerns due to the 2nd site visit of the Warehouse No.1 roof top
inspection. **The deadline for additional Questions and Concerns for the Warehouse No. 1 is
Friday, January 10, 2025 at 5:00pm CHamoru standard time (Guam Time).**

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 2, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ Date: _____ Time: _____

PROCUREMENT DIVISION			FY25 ROUTING # _42_
Procurement Staff: <u>S. Muna</u>			Proc. Received Date: _____
Date Out: <u>01/07/25</u> Time: <u>3:40pm</u>			Initial/Time: _____/_____
Division	Initials	Date	Notes
Procurement Division <i>for ALG Sablan</i>	<i>for</i>	<i>1/7/25</i>	
General Manager – (signature)	<i>[Signature]</i>	<i>1/8/25</i>	
SUBJECT: Amendment No. 2 IFB 024-004 WH1 Maintenance Project			
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> GM SIGNATURE <input type="checkbox"/> PLEASE RETURN TO PROCUREMENT			



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 2
Date: January 7, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
agsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

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1. Amendment to IFB 024-004. This Amendment No. 2 is hereby issued and establishes a date for
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*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 2, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: JJ GLOBAL SERVICES

AUTHORIZED SIGNATURE:

PRINT NAME: LUIS E. BUSTAMANTE Date: JAN.8, 2025 Time: 1 PM

Re: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.

From : Kit Casin <kit.casin@jjglobal.services>
Subject : Re: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
To : Pia A. Castro <pacastro@portofguam.com>
Cc : pagprocurement@portofguam.com, Luis Bustamante <luis.bustamante@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>

Wed, Jan 08, 2025 02:52 PM

2 attachments

Dear Pia,

Thank you for providing **Amendment 2** (Q&C deadline for the 2nd Site Visit held on 01/07/2025) for **IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project**.

Please find the signed acknowledgment document attached for your records.

Should you need any additional information or further assistance, please do not hesitate to contact

Thank you

Best Regards,

Kit Casin
AGM / Executive Secretary
Office no. (671)632-1179
Cell no. (671) 482-9485

-CONFIDENTIALITY NOTICE-

The information contained in this transmission IS confidential and legally privileged.

*It is intended **only** for use of the individual or entity named. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or taking of any action in regards to the contents of this transmission – except its direct delivery to the intended recipient – is strictly prohibited.*

If you have received this transmission in error, please notify the sender immediately and destroy this transmission along with its contents, and delete from your system, if applicable.

On Wed, Jan 8, 2025 at 11:53 AM Pia A. Castro <pacastro@portofguam.com> wrote:

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.

Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 2
Date: January 7, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

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1. Amendment to IFB 024-004. This Amendment No. 2 is hereby issued and establishes a date for
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inspection. The deadline for additional Questions and Concerns for the Warehouse No. 1 is
Friday, January 10, 2025 at 5:00pm CHamoru standard time (Guam Time).

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 2, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: EASTERN PACIFIC ENGINEERING & CONSTRUCTION

AUTHORIZED SIGNATURE: _____

PRINT NAME: LEE CRUZ Date: 1/8/25 Time: 1516hrs

RE: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>
Subject : RE: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
To : Pia A. Castro <pacastro@portofguam.com>
Cc : pagprocurement@portofguam.com, Philip Park <philip.park@easternpacificec.com>

Wed, Jan 08, 2025 03:18 PM

📎 5 attachments

Hi Pia,

Please see attached signed Amd 02 for your coordination.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com<http://eccamerica.com>

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 8, 2025 11:53 AM
Cc: pagprocurement@portofguam.com
Subject: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Importance: High

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.
Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,
Pia

PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

— **Amendment 2-Signed.pdf**
83 KB



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 2
Date: January 7, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
alsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 2 is hereby issued and establishes a date for
additional Questions and Concerns due to the 2nd site visit of the Warehouse No.1 roof top
inspection. The deadline for additional Questions and Concerns for the Warehouse No. 1 is
Friday, January 10, 2025 at 5:00pm CHamoru standard time (Guam Time).

*****NOTHING FOLLOWS*****

* * * END OF AMENDMENT No. 2, ALL OTHERS REMAIN THE SAME * * *

Issued by:

RORY J. RESPICIO
GENERAL MANAGER


Acknowledgement Receipt

COMPANY NAME: SURFACE SOLUTIONS

AUTHORIZED SIGNATURE:

PRINT NAME: M. VALENCIA Date: 01/08/25 Time: 10:07 AM

WAREHOUSE NO.1 MAITENANCE PROJECT

From : Surface Solutions <surfacesolutionspacific@gmail.com> Wed, Jan 08, 2025 12:51 PM
Subject : WAREHOUSE NO.1 MAITENANCE PROJECT  1 attachment
To : spmuna01@portofguam.com, pagprocurement
<pagprocurement@portofguam.com>, Annie
<algsablan@portofguam.com>,
pacastro@portofguam.com
Cc : Engineer Surface Solutions
<engineers.surfacesolutions@gmail.com>, Green
Community Engineers
<greencommunityengineers@gmail.com>, Reynold
Leung <reynleung@gmail.com>

Hafa Adai,

Please see the attached signed amendment for the above mentioned project.

Best Regards

Surface Solutions
surfacesolutionspacific@gmail.com
671-482-7233/ 671-898-1741

 **PAG_WH 1 MAINTENANCE PROJ._AMENDMENT 2_SIGNED.pdf**
241 KB

Zimbra

pacastro@portofguam.com

AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Pia A. Castro <pacastro@portofguam.com>
Subject : AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Thu, Jan 30, 2025 11:37 AM

2 attachments

Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com

Bcc : gigi <gigi@valconguam.com>, tonup80 <tonup80@gmail.com>, jhonllanto <jhonllanto@jmiguam.com>, darryl navarro <darryl.navarro@catconguam.com>, Philip Park <philip.park@easternpacific.com>, Ralph Navarro <rnbuilders.guam@gmail.com>, vic ecosolarworld <vic.ecosolarworld@gmail.com>, rmarzan <rmarzan@bmesons.com>, info <info@savehums.ac.ir>, masterblastersgu <masterblastersgu@gmail.com>, zuminzhang9 <zuminzhang9@gmail.com>, Tiffany Sablan <tsablan.catalystguam@usa.com>, esalvador <esalvador@tridoncorp.com>, angelica bassi <angelica.bassi@coretechintl.com>, Tiffani Lee Cruz <leecruz@easternpacific.com>, checkpoint estimates <checkpoint.estimates@gmail.com>, reynleung <reynleung@gmail.com>, greencommunityengineers <greencommunityengineers@gmail.com>, lacee guerrero <lacee.guerrero@pfmguam.com>, kit casin <kit.casin@jjglobal.services>, dhernandez <dhernandez@topbuildersguam.com>, aym <aym@aymguam.com>

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

 **Amendment 3 - WH1 Maintenance Project.pdf**
38 KB

AMENDMENT
3



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 3
Date: January 30, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 3 is hereby issued and establishes a new bid submittal date. Amendment No. 1 read the new bid submittal date of Friday, January 31, 2025 at 2:00pm.
2. This Amendment No. 3 changes the bid submittal date of Friday, January 31, 2025 at 2:00pm. AMENDED TO NOW READ: THE NEW BID SUBMITTAL DATE OF WEDNESDAY, FEBRUARY 5, 2025 AT 2:00PM.

*****NOTHING FOLLOWS*****

* * * END OF AMENDMENT No. 3. ALL OTHERS REMAIN THE SAME * * *

Issued by:

RORY J. RESPICIO
General Manager

Acknowledgement Receipt

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ Date: _____ Time: _____

Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj

From : Perry Taladoc <perrybtaladoc@gmail.com>

Fri, Jan 24, 2025 05:25 PM

Subject : Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj 1 attachment**To :** spmuna01 <spmuna01@portofguam.com>, Pia A. Castro
<pacastro@portofguam.com>, pagprocurement
<pagprocurement@portofguam.com>

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, if possible we would like to request a 1-week extension (from Jan31,2025 - Feb7, 2025) for bid submission as some vendors were delayed on their price quotations due to changes in the US requirements and the incoming Chinese new year.

Thanks and regards,

Perry FROM AYM INTERNATIONAL

On Tue, Dec 31, 2024 at 11:14AM Perry Taladoc <perrybtaladoc@gmail.com> wrote:
Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Happy New Year!

Thanks and regards,
Perry

On Wed, Dec 18, 2024 at 12:29 PM Perry Taladoc <perrybtaladoc@gmail.com> wrote:
Hafa Adai,

AYM International would like to request to extend the bid opening for 2-weeks due to some delays in materials quotation due to the coming holidays.

Thank you very much for your kind consideration.

Happy Holidays,
Perry B. Taladoc
AYM International

On Thursday, December 12, 2024, Perry Taladoc <perrybtaladoc@gmail.com> wrote:
Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

 **ifb_pag_cip_024_004_amendment_2.pdf**
35 KB

PROCUREMENT DIVISION			FY25 ROUTING # <u> 55 </u>
Procurement Staff: <u> S. Muna </u>			Proc. Received Date: <u> </u>
Date Out: <u> January 30, 2025 </u>		Time: <u> 8:45am </u>	Initial/Time: <u> </u> / <u> </u>
Division	Initials	Date	Notes
Procurement Division	<i>[Signature]</i> ALGS	1/30/2025	
DGM - Admin & Finance			
General Manager – (signature)			
SUBJECT:			
Amendment No 3- IFB 024-004 WH1 Mainetance Project			

☐ URGENT

☒ GM SIGNATURE

☒ PLEASE RETURN TO PROCUREMENT

Note....Procurement has consulted with CIP and the CIP division is in agreement with the extension to Feb. 5, 2025



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 3
Date: January 30, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algesablan@portofguam.com, Steven Muna spruna01@portofguam.com and Pia Castro
pcastro@portofguam.com

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

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at 2:00pm.
2. This Amendment No. 3 changes the bid submittal date of Friday, January 31, 2025 at 2:00pm.
AMENDED TO NOW READ: THE NEW BID SUBMITTAL DATE OF WEDNESDAY, FEBRUARY 5, 2025
AT 2:00PM.

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 3. ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
General Manager

Acknowledgement Receipt

COMPANY NAME: TRIDON CORPORATION

AUTHORIZED SIGNATURE:

PRINT NAME: MIKE MIYANAGI Date: 2/04/25 Time: 3:29 pm

acknowledgement

From : gmiyanagi@tridoncorp.com

Wed, Feb 05, 2025 08:25 AM

Subject : acknowledgement**To :** pacastro@portofguam.com 1 attachment**Cc :** esalvador@tridoncorp.com, 'Antonia Bautista' <tbautista@tridoncorp.com>

Hi Ms.Pia,

Pls find attached acknowledgement.

B/R

Gota Miyanagi

+++++

Gota Miyanagi

General Manager

Tridon Corporation

POBox 21836 GMF Barrigada Guam 96921 USA

T)6716460864 F)6716460866 Cell)671-487-0864

Web) <https://tridoncorporation.wixsite.com/tridonguam>

+++++

From: dessalvador@tridoncorp.com <dessalvador@tridoncorp.com>**Sent:** Wednesday, February 5, 2025 8:22 AM**To:** 'Gota Miyanagi' <gmiyanagi@tridoncorp.com>**Subject:** acknowledgement

Des Salvador

Admin Officer

Tridon Corporation

POBox 21836 GMF Barrigada Guam 96921 USA

T)6716460864 F)6716460866 Cell)671-686-3404

Web) <https://tridoncorporation.wixsite.com/tridonguam>

 **DOC (28).pdf**29 KB



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 3
Date: January 30, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
alsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 3 is hereby issued and establishes a new bid
submittal date. Amendment No. 1 read the new bid submittal date of Friday, January 31, 2025
at 2:00pm.
2. This Amendment No. 3 changes the bid submittal date of Friday, January 31, 2025 at 2:00pm.
AMENDED TO NOW READ: THE NEW BID SUBMITTAL DATE OF WEDNESDAY, FEBRUARY 5, 2025
AT 2:00PM.

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 3. ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
General Manager

Acknowledgement Receipt

COMPANY NAME: SURFACE SOLUTIONS

AUTHORIZED SIGNATURE:

PRINT NAME: M. VALENCIA Date: 01/30/25 Time: 1216 H

PAG WAREHOUSE NO.1 MAINTENANCE PROJECT - AMMENDMENT NO. 03 SIGNED

From : Green Community Engineers <greencommunityengineers@gmail.com> Thu, Jan 30, 2025 03:52 PM
Subject : PAG WAREHOUSE NO.1 MAINTENANCE PROJECT - AMMENDMENT NO. 03 SIGNED 1 attachment
To : pagprocurement@portofguam.com, algsablan@portofguam.com, spmuna01@portofguam.com, pacastro@portofguam.com
Cc : MARVIN BALAYO/EMER OCAMPO <engineers.surfacesolutions@gmail.com>, reynold leung <reynleung@gmail.com>

Hafa Adai,

Please take a look at the attached amendment no. 03 for your record and use.

Si Yu'us Ma'ase,

Green Community Development
dba Surface Solution
928 N Marine Corps Drive Suite 101
Tamuning GU 96913
+1 (671) 898 1741

— **PAG WH NO.1 AMMENDMENT NO. 03.PDF**
241 KB



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 3
Date: January 30, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
alsablan@portofguam.com, Steven Muma spmuma01@portofguam.com and Pia Castro
pcastro@portofguam.com

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 3 is hereby issued and establishes a new bid
submittal date. Amendment No. 1 read the new bid submittal date of Friday, January 31, 2025
at 2:00pm.
2. This Amendment No. 3 changes the bid submittal date of Friday, January 31, 2025 at 2:00pm.
AMENDED TO NOW READ: THE NEW BID SUBMITTAL DATE OF WEDNESDAY, FEBRUARY 5, 2025
AT 2:00PM.

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 3. ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
General Manager

Acknowledgement Receipt

COMPANY NAME: BME & SONS, INC.

AUTHORIZED SIGNATURE:

PRINT NAME: ALLAN Y. GARCIA Date: 01/30/25 Time: 02:00 PM

RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Robert Marzan <rmarzan@bmesons.com>
Subject : RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, pagprocurement@portofguam.com, 'Vanessa Zacarias' <vanessaz@bmesons.com>, 'Bernadette Maranan' <bernam@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Allan Garcia' <allangarcia@bmesons.com>

Thu, Jan 30, 2025 02:30 PM

2 attachments

Hafa Adai!

We are sending herewith signed copy of Amendment No. 3 for your records.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Thursday, January 30, 2025 11:37 AM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

 **Asmendment No. 3.pdf**
62 KB



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 3
Date: January 30, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 3 is hereby issued and establishes a new bid
submittal date. Amendment No. 1 read the new bid submittal date of Friday, January 31, 2025
at 2:00pm.
2. This Amendment No. 3 changes the bid submittal date of Friday, January 31, 2025 at 2:00pm.
AMENDED TO NOW READ: THE NEW BID SUBMITTAL DATE OF WEDNESDAY, FEBRUARY 5, 2025
AT 2:00PM.

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 3. ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
General Manager

Acknowledgement Receipt

COMPANY NAME: AYM INTERNATIONAL

AUTHORIZED SIGNATURE:

PRINT NAME: Perry B. Taladoc Date: 1.30.2025 Time: 12:30AM

Re: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Perry Taladoc <perrybtaladoc@gmail.com>
Subject : Re: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Steven P. Muna <spmuna01@portofguam.com>, Pia A. Castro
<pacastr@portofguam.com>, pagprocurement
<pagprocurement@portofguam.com>

Thu, Jan 30, 2025 12:35 PM

2 attachments

Steve,

Please see attached acknowledgement receipt copy from AYM International for your record/file.

Thank you,
Perry B. Taladoc
AYM International
671-988-9290

On Thu, Jan 30, 2025 at 12:15 PM Steven P. Muna <spmuna01@portofguam.com> wrote:
fyi

r, steven

From: "Pia A. Castro" <pacastr@portofguam.com>
Cc: "spmuna01" <spmuna01@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>
Sent: Thursday, January 30, 2025 11:37:20 AM
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

--

Respectfully,



**INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT**

**AMENDMENT No. 3
Date: January 30, 2025**

**ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:**

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
algsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pacastro@portofguam.com

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submittal date. Amendment No. 1 read the new bid submittal date of Friday, January 31, 2025
at 2:00pm.
2. This Amendment No. 3 changes the bid submittal date of Friday, January 31, 2025 at 2:00pm.
AMENDED TO NOW READ: THE NEW BID SUBMITTAL DATE OF WEDNESDAY, FEBRUARY 5, 2025
AT 2:00PM.

*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 3. ALL OTHERS REMAIN THE SAME ***

Issued by:

**RORY J. RESPICIO
General Manager**

Acknowledgement Receipt

COMPANY NAME: Eastern Pacific Engineering & Construction

AUTHORIZED SIGNATURE:

PRINT NAME: Lee Cruz **Date:** 1/30/25 **Time:** 1153hrs

Zimbra

pacastro@portofguam.com

RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>
Subject : RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Pia A. Castro <pacastro@portofguam.com>
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com, Philip Park <philip.park@easternpacificec.com>

Thu, Jan 30, 2025 11:54 AM

3 attachments

Good afternoon,

Received for record. Please see attached signed file for your coordination.

Best Regards,



From: Pia A. Castro <pacastro@portofguam.com>
Sent: Thursday, January 30, 2025 11:37 AM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project [referencing a change in submittal date.](#)

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia

PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Amendment 3 - WH1 Maintenance Project.pdf
96 KB

Re: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Gidget Figuracion <gigi@valconguam.com>
Subject : Re: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Pia A. Castro <pacastro@portofguam.com>
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com

Thu, Jan 30, 2025 01:52 PM

1 attachment

Hi Ms. Pia,
Confirming receipt.

Respectfully,
Gidget N. Figuracion
Office Engineer



Office No: 671-969-1259
Mobile No: 671-688-4561

Email: gigi@valconguam.com

On Thu, Jan 30, 2025 at 11:37 AM Pia A. Castro <pacastro@portofguam.com> wrote:
Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253



Suite 203, Mikkel Bldg.
194 Chalan San Antonio Road
Tamuning, GU 96913
Tel: +1-671-988-9290; Fax: +1-671-477-3736
Email: aym@aymguam.com

Port Of Guam
Jose D. Leon Guerrero Commercial Port

FEB 05 2025

Received
Procurement and Supply Division

pmcm
1:27pm

**Procurement and Supply Division
PORT AUTHORITY OF GUAM
1st Floor 1026 Cabras Highway
Piti, Guam 96915**

**Bid Invitation No. PAG-CIP-024-004
Bid for: Warehouse No. 1 Maintenance
Project
Bid Date: February 5, 2025
Bid Time: 2:00 PM**



INVITATION FOR BID
IFB No: PAG-CIP-024-004
(Project is funded by Port Bond Funds)

PROJECT TITLE:
WAREHOUSE No.1 MAINTENANCE PROJECT

PORT AUTHORITY OF GUAM
1026 Cabras Highway
Piti, Guam 96915

RORY J. RESPICIO
General Manager

Bid Submitted by:
AYM International, Inc.
P.O. Box 12579
Tamuning, Guam 96931

NOVEMBER 2024

BID FORM

Date: January 30, 2025

To: General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Gentlemen:

The undersigned (hereafter called the Bidder), a corporation - AYM International, Inc.

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT** all in accordance with the drawings, specifications and other contract documents prepared by the Port Authority of Guam for the sum of *Four Million Nine Hundred Thirty-Nine Thousand Eight Hundred and 0/100 only* US Dollars (\$ \$ 4,939,800.00) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within ten (10) working days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within ten (10) working days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
<u>Addendum No. 1</u>	<u>December 6, 2024</u>
<u>Addendum No. 2</u>	<u>December 26, 2024</u>
<u>Amendment No. 1</u>	<u>December 23, 2024</u>
<u>Amendment No. 2</u>	<u>January 7, 2025</u>
<u>Amendment No. 3</u>	<u>January 30, 2025</u>

If awarded the contract, the undersigned agrees to complete the work within the required contract period as defined in the bid documents. The undersigned understands that the Port Authority of Guam reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

Project Title: Warehouse 1 Building Maintenance Project

Bid Schedule					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	Administrative Works	1	LS		\$ 717,042.45
2	Structural Works	1	LS		125,210.00
	Spall Repair	1,667.00	CF	465.85	776,571.95
	Crack Repair	2,111.00	LF	34.60	73,040.60
3	Architectural Works	1	LS		181,700.00
4	Electrical Works	1	LS		1,142,250.00
5	Plumbing Works	1	LS		83,790.00
6	Fire Protection Works	1	LS		954,530.00
7	Exterior & Interior Painting	1	LS		299,475.00
8	Silicone Roof Coating	1	LS		576,190.00
	Total				\$ 4,939,800.00

All amounts shall include the costs associated with materials, tools, equipment, overhead, profit, and tax.

Note: The attached cost estimate prepared by N.C. Macario has been provided for reference. The government pricing data has been removed, but the quantities and descriptions of work may be useful for prospective bidders. Please note that referenced cost estimate is not a complete list of all the items of work, but has been provided only as a guide.



A SPECIALTY CONSTRUCTION COMPANY

February 05, 2025

ATTENTION:

RORY J. RESPICIO
GENERAL MANAGER
PORT AUTHORITY OF GUAM
JOSE D. LEON GUERRERO COMMERCIAL PORT
1026 CABRAS HIGHWAY, SUITE 201, PITI, GUAM 96915

SUBJECT:

IFB NUMBER: PAG-CIP-024-004
Warehouse No.1 Maintenance Project

Attached herewith is the bid proposal for the above-mentioned project.

BID DATE: February 05, 2025
BID TIME: 2:00 PM ChST

2

Port Of Guam
Jose D. Leon Guerrero Commercial Port
FEB 05 2025 *TM*
1:32pm
Received
Procurement and Supply Division

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Krystal U. Leung", written over a horizontal line.

KRYSTAL U. LEUNG
PRESIDENT

GREEN COMMUNITY DEVELOPMENT dba SURFACE SOLUTIONS

BID FORM

Date: _____

To: General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Gentlemen:

The undersigned (hereafter called the Bidder), a _____
PARTNERSHIP
(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of _____, hereby proposes and agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT** all in accordance with the drawings, specifications and other contract documents prepared by the Port Authority of Guam for the sum of **SEVEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND** US Dollars (\$ **7,988,000**) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within ten (10) working days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within ten (10) working days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
<u>1</u>	<u>DECEMBER 06, 2024</u>
<u>2</u>	<u>DECEMBER 26, 2024</u>
<u>3</u>	<u>JANUARY 22, 2025</u>

If awarded the contract, the undersigned agrees to complete the work within the required contract period as defined in the bid documents. The undersigned understands that the Port Authority of Guam reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

Project Title: Warehouse 1 Building Maintenance Project

Bid Schedule					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	Administrative Works	1	LS	324,800.00	324,800.00
2	Structural Works	1	LS	902,500.00	902,500.00
	Spall Repair	-	CF		-
	Crack Repair	-	LF		-
3	Architectural Works	1	LS	184,500.00	184,500.00
4	Electrical Works	1	LS	2,625,000.00	2,625,000.00
5	Plumbing Works	1	LS	195,000.00	195,000.00
6	Fire Protection Works	1	LS	1,975,700.00	1,975,700.00
7	Exterior & Interior Painting	1	LS	690,500.00	690,500.00
8	Silicone Roof Coating	1	LS	1,090,000.00	1,090,000.00
	Total				7,988,000.00

All amounts shall include the costs associated with materials, tools, equipment, overhead, profit, and tax.

Note: The attached cost estimate prepared by N.C. Macario has been provided for reference. The government pricing data has been removed, but the quantities and descriptions of work may be useful for prospective bidders. Please note that referenced cost estimate is not a complete list of all the items of work, but has been provided only as a guide.

PORT AUTHORITY OF GUAM
JOSE D. LEON GUERRERO COMMERCIAL PORT
1026 CABRAS HIGHWAY, SUITE 201
PITI, GUAM 96915

IFB-PAG-CIP-024-004 WAREHOUSE NO.1 MAINTENANCE PROJECT

SUBMITTED BY:
BME & SON'S, INC.
P.O. BOX 24402
BARRIGADA, GUAM 96921

DATE:
FEBRUARY 5, 2025 @ 2:00PM

3
Port Of Guam
Jose D. Leon Guerrero Commercial Port
FEB 05 2025 PM
Received 1:35pm
Procurement and Supply Division



BME & SON'S INC.

GENERAL CONTRACTOR & EQUIPMENT RENTAL

February 5, 2025

Rory J. Respicio
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Subject: IFB-PAG-CIP-024-004
Warehouse No. 1 Maintenance Project

Dear Mr. Arriola:

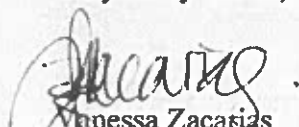
BME & Son's Inc. is pleased to submit the *Invitation for Bid (IFB) IFB-PAG-CIP-024-004 Warehouse No. 1 Maintenance Project*.

The primary point of contact will be:

Name:	Allan Garcia, Project Manager
Address:	132 Golden Cupid Road, Mangilao, GU 96913
Email:	allangarcia@bmesons.com
Contact No.:	671-632-3338

We hope that we have met the requirements for this IFB. On behalf of our Team, we thank the Department of Public Works for the opportunity to submit this proposal.

Very Truly Yours,


Vanessa Zacarias
Vice-President

BID FORM

Date: FEB. 5, 2025

To: General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Gentlemen:

The undersigned (hereafter called the Bidder), a CORPORATION

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of GUAM, hereby proposes and agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT** all in accordance with the drawings, specifications and other contract documents prepared by the Port Authority of Guam for the sum of Four Million Eight Hundred Thirty-Seven Thousand Two Hundred Twenty-Three and Eighteen Cents US Dollars (\$ 4,837,223.18) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within ten (10) working days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within ten (10) working days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
<u>Addendum #1-12/6/2024 Addendum #2-12/26/2024</u>	<u>Amendment #3-1/30/2025</u>
<u>Amendment #1-12/23/2024</u>	
<u>Amendment #2-1/7/2025</u>	

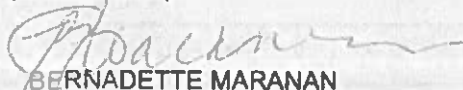
If awarded the contract, the undersigned agrees to complete the work within the required contract period as defined in the bid documents. The undersigned understands that the Port Authority of Guam reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

BME & SONS, INC.

(CONTRACTOR)



BERNADETTE MARANAN

(BY)

PRESIDENT

(TITLE)

P. O. BOX 24402 BARRIGADA GUAM 96921

(BUSINESS ADDRESS)

Project Title: Warehouse 1 Building Maintenance Project

Bid Schedule					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	Administrative Works	1	LS	561,300.19	561,300.19
2	Structural Works	1	LS	117,322.51	117,322.51
	Spall Repair	1,513.57	CF	292.92	443,357.37
	Crack Repair	2,007.72	LF	55.18	110,789.08
3	Architectural Works	1	LS	257,212.10	257,212.10
4	Electrical Works	1	LS	1,666,355.01	1,666,355.01
5	Plumbing Works	1	LS	26,580.73	26,580.73
6	Fire Protection Works	1	LS	1,107,348.57	1,107,348.57
7	Exterior & Interior Painting	1	LS	222,173.52	222,173.52
8	Silicone Roof Coating	1	LS	324,784.09	324,784.09
	Total				4,837,223.18

All amounts include the costs associated with materials, tools, equipment, overhead, profit, and tax.

Port Of Guam
Jose D. Leon Guerrero Commercial Port

FEB 05 2025

Received
Procurement and Supply Division

TM
1:37pm
(4)

**“Invitation for Bid - IFB-PAG-CIP-024-004 WAREHOUSE
No.1 MAINTENANCE PROJECT”**

Eastern Pacific Engineering & Construction

Feb. 05, 2025

Invitation for Bid - IFB-PAG-CIP-024-004

WAREHOUSE No.1

MAINTENANCE PROJECT



Solicitation Number: IFB-PAG-CIP-024-004

Submitted Date: Feb. 05, 2025

Prepared for: Port of Authority of Guam

Prepared by: Lee Cruz

leecruz@easternpacific.com, 671-483-9770

BID FORM

Date: 31 Jan 2025

To: General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Gentlemen:

The undersigned (hereafter called the Bidder), a Corporation
EASTERN PACIFIC ENGINEERING & CONSTRUCTION
(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT** all in accordance with the drawings, specifications and other contract documents prepared by the Port Authority of Guam for the sum of Four Million, Eight Hundred Sixty-Eight Thousand, Nine Hundred Seventy-Four Dollars and Sixty Cents US Dollars (\$ 4,868,974.60) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within ten (10) working days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within ten (10) working days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following addenda:

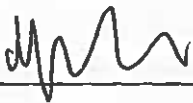
ADDENDUM NO.	DATED
<u>Addendum 01</u>	<u>Dec. 06, 2024</u>
<u>Addendum 02</u>	<u>Dec. 26, 2024</u>
<u>Addendum 03</u>	<u>Jan. 22, 2025</u>

If awarded the contract, the undersigned agrees to complete the work within the required contract period as defined in the bid documents. The undersigned understands that the Port Authority of Guam reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

Eastern Pacific Engineering & Construction
(CONTRACTOR)

Timothy Joo 
(BY)

Vice President
(TITLE)

954 Army Dr., Ste 102, Barrigada Gu 96913
(BUSINESS ADDRESS)

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	Administrative Works	1	LS		\$ 342,024.29
2	Structural Works	1	LS		\$ 460,124.48
	* Spall Repair	-	CF		-
	* Crack Repair	-	LF		-
3	Architectural Works	1	LS		\$ 760,791.68
4	Electrical Works	1	LS		\$ 840,112.43
5	Plumbing Works	1	LS		\$ 70,364.17
6	Fire Protection Works	1	LS		\$ 1,034,550.28
7	Exterior & Interior Painting	1	LS		\$ 694,575.38
8	Silicone Roof Coating	1	LS		\$ 666,431.88
	Total				\$ 4,868,974.60

Invitation for Bid
– IFB-PAG-CIP-024-004 WAREHOUSE
MAINTENANCE PROJECT

Contractor: Tridon Corporation

P.O. Box 21836 GMF, Barrigada, Guam 96921

Port Of Guam
Jose D. Leon Guerrero Commercial Port

FEB 05 2025

Received
Procurement and Supply Division

TM
1:47pm

5

BID FORM

Date: 1/31/2025

To: General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96915

Gentlemen:

The undersigned (hereafter called the Bidder), a Tridon Corporation

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all of the necessary labor, materials, equipment, tools and services necessary for **IFB-PAG-CIP-024-004 WAREHOUSE No.1 MAINTENANCE PROJECT** all in accordance with the drawings, specifications and other contract documents prepared by the Port Authority of Guam for the sum of Nine Million Three Hundred Nineteen Thousand Two Hundred Forty Seven and 4/100 Cents US Dollars (\$ 9,319,247.04) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within ten (10) working days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within ten (10) working days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
<u>Addendum 1</u>	<u>12/6/2024</u>
<u>Addendum 2</u>	<u>12/26/2024</u>
<u>Addendum 3</u>	<u>1/22/2025</u>
<u>AMENDMENT NO. 3</u>	<u>1/30/2025</u>

If awarded the contract, the undersigned agrees to complete the work within the required contract period as defined in the bid documents. The undersigned understands that the Port Authority of Guam reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

Tridon Corporation

(CONTRACTOR)

Gota Miyanagi

(BY)

General Manager

(TITLE)

P.O. Box 21836 GMF, Barrigada, Guam 96921

(BUSINESS ADDRESS)

IFB-024-004 WAREHOUSE NO. 1 MAINTENANCE PROJECT

Bid Opening Sign-In Sheet

Date: February 5, 2025 Time: 2:00pm Location: PAG Board of Director's Conference Room

NO.	Name	Company	Email	Contact No.
1	STEVEN MUNA	PAG-Procurement	spmuna01@portofguam.com	671-477-5931/2
2	Marius Valencia	Surface Solutions	greencommunityengineering@gmail.com	671-482-0550
3	Ed Salvador	Tridon Corp	edsalvador@tridincorp.com	671-864-0405
4	Lee Ann	EPEC	leeann@easternpacific.com	671-444-7945
5	Philip Park	EPEC		"
6	Hardy Vy	HYM International, Inc.	aym@aymguan.com	671-788-2717
7	ROBERT MARZAN	BME & SONS, INC.	rmazan@bmecon.com	487-2069
8	Penny PAVOL	Kym 1071 INC.	pennybladac@qmail.com	671-988-9290
9	Joe Rae Park	E. P. E. C		
10	CLARENCE LACAPAL	PAG	clapal@portofguam.com	671 564-5996
12	Iremar Gutierrez	PAG	icgutierrez01a@portofguam.com	X 990
13	VERONE VANDERZ	PAG	Uvalde@portofguam.com	X 500
14	Jenny DASTIN	PAG		X 993
15	Jacob Aquino	PAG	ubaquino@portofguam.com	567-5791
16	Mari Cabron	PAG	macabron@portofguam.com	252
17	Annie Sablan	PAG		280
18	DANNY NATHAN	BONE & SONS	danny@boneandsons.com	788-2324
19	PIA CASTRO	PAG	PIA	X 253
20				

Description of Supplies or Services:		BID SECURITY CC - Cashiers Check LOC - Letter of Credit BB - Bid Bond	Special Reminder to Prospective Bidders	Bid Form & Bid Schedule	AG Form 2 Affidavit Disclosing Ownership & Commission	AG Form 3 Affidavit Re Non Collusion	AG Form 4 Affidavit Re: No Gratuities or Kickbacks	AG Form 5 Affidavit Re Ethical Standards	AG Form 6 Declaration Re Compliance with U.S. DOL Wage Determination	AG Form 7 Affidavit Re Contingent Fees	Special Provision against Sex Offenders on Gov't Property	Valid Copy of Business License	Amendment	Addendums	QUESTIONS & RESPONSES	TOTAL BID PRICE
CONSTRUCTION																
BIDDER'S NAME																
1	Vendor: AYM INTERNATIONAL INC. Date submitted: 2/5/25 Time: 1:24 PM	BB 15% FIRSA NET INS. COMPANY	✓	✓	✓	✓	✓	✓	✓	✓	✓	Exp.: 4-30-25	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$4,999,800.00
2	Vendor: SURFACE SOLUTIONS Date submitted: 2/5/25 Time: 1:33 PM	BB 15% OLD REPUBLIC INS. COMPANY	✓	✓	✓	✓	✓	✓	✓	✓	✓	Exp.: 4-30-25	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$7,988,000.00
3	Vendor: BME & SONS, INC. Date submitted: 2/5/25 Time: 1:35 PM	BB 15% SAFECO INS. CO OF AMERICA	✓	✓	✓	✓	✓	✓	✓	✓	✓	Exp.: 4-30-25	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$4,887,223.18
4	Vendor: EPEC (EASTERN PACIFIC ENG.) + CONSTRUCTION Date submitted: 2/5/25 Time: 1:37 PM	BB 15% SAFECO INS. CO OF AMERICA	✓	✓	✓	✓	✓	✓	✓	✓	✓	Exp.: 4-30-25	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$4,848,914.60
5	Vendor: TPIDON CORPORATION Date submitted: 2/5/25 Time: 1:47 PM	NO BID SECURITY	✓	✓	✓	✓	✓	✓	✓	X NO FORM #	✓	NO COPY Exp.: 2-4-25	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$9,319,247.04
6	Vendor: Date submitted: Time:											Exp.:				Original [] Copies [] CD or USB [] Brochure/Literature
7	Vendor: Date submitted: Time:											Exp.:				Original [] Copies [] CD or USB [] Brochure/Literature
8	Vendor: Date submitted: Time:											Exp.:				Original [] Copies [] CD or USB [] Brochure/Literature
9	Vendor: Date submitted: Time:											Exp.:				Original [] Copies [] CD or USB [] Brochure/Literature
10	Vendor: Date submitted: Time:											Exp.:				Original [] Copies [] CD or USB [] Brochure/Literature

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered herein.

Tabulated By: **PMCA** **Feb. 5, 2025**

SIGNATURE _____ DATE **2/5/25**

Verified By: **Ann D. Lince** **2/5/25**

SIGNATURE _____ DATE _____

\\ \ LOWEST
RESPONSIVE BIDDER

\\ \ HIGHEST
RESPONSIVE BIDDER

\\ \ OTHER AWARD

\\ \ TIE BID

\\ \ COMBINED
TOTAL

\\ \ ITEM PER
ITEM

Description of Supplies or Services:		BID SECURITY CC - Cashiers Check LOC - Letter of Credit BB - Bid Bond	Special Reminder to Prospective Bidders	Bid Form & Bid Schedule	AG Form 2		AG Form 3		AG Form 4		AG Form 5		AG Form 6		AG Form 7		Special Provision against Sex Offenders on Gov't Property	Valid Copy of Business License	Amendment	Addendums	RESPONSES & QUESTIONS	TOTAL BID PRICE
CONSTRUCTION					Affidavit Disclosing Ownership & Commission		Affidavit Re Non Collusion		Affidavit Re: No Gratuities or Kickbacks		Affidavit Re Ethical Standards		Declaration Re Compliance with U.S. DOL Wage Determination		Affidavit Re Contingent Fees							
BIDDER'S NAME																						
1	Vendor: AYM INT'L INC. Date submitted: 2/5/25 Time: 15/6	ATNEY INS COM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	CONTRACT 4/30/2025			✓ Original [] Copies [] CD or USB [] Brochure/Literature	\$4,939,800. —
2	Vendor: QUAKE SOLUTIONS Date submitted: 2/5/24 Time: 1:32p	Q3 Republic Inc. 15/6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	CONTRACT 4/30/25			✓ Original [] Copies [] CD or USB [] Brochure/Literature	\$7,988,000.00
3	Vendor: BUED SONUS Date submitted: 2/5/25 Time: 1:35pm	SATCO INS. 15/6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	CONTRACT 6/30/25			✓ Original [] Copies [] CD or USB [] Brochure/Literature	\$4,837,223.18
4	Vendor: E.P.E.C. Date submitted: 2/5/25 Time: 1:37pm	SATCO INS. 15/6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	CONTRACT 4/30/25			✓ Original [] Copies [] CD or USB [] Brochure/Literature	\$4,868,974.60
5	Vendor: TRIDBAU CORP Date submitted: 2/5/25 Time: 1:47p		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	CONTRACT 4/30/25			✓ Original [] Copies [] CD or USB [] Brochure/Literature	\$9,319,247.04
6	Vendor: Date submitted: Time:																				[] Original [] Copies [] CD or USB [] Brochure/Literature	
7	Vendor: Date submitted: Time:																				[] Original [] Copies [] CD or USB [] Brochure/Literature	
8	Vendor: Date submitted: Time:																				[] Original [] Copies [] CD or USB [] Brochure/Literature	
9	Vendor: Date submitted: Time:																				[] Original [] Copies [] CD or USB [] Brochure/Literature	
10	Vendor: Date submitted: Time:																				[] Original [] Copies [] CD or USB [] Brochure/Literature	

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered herein.

Tabulated By: _____

SIGNATURE

DATE

SIGNATURE

DATE

Verified By: _____

SIGNATURE

DATE

BASIS FOR AWARD:

☐ LOWEST
RESPONSIVE BIDDER

☐ HIGHEST
RESPONSIVE BIDDER

☐ OTHER AWARD

☐ THE BID

☐ COMBINED
TOTAL

☐ ITEM PER
ITEM

PORT AUTHORITY OF GUAM
ARUTIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port of Guam
GOVERNMENT OF GUAM
Procurement and Supply Division

February 21, 2025

INTER-OFFICE MEMORANDUM

TO: General Manager

Via: Deputy General Manager Admin & Finance
Procurement and Supply Manager, Acting

From: Contract Management Administrator

Subject **Bid Analysis, Evaluation and Recommendation**
Invitation for Bid No. PAG-CIP-024-004 Warehouse No. 1 Maintenance Project.

Background

The above referenced Invitation for Bid was publicly announced on November 25, 2024 in the Guam Daily Post. A pre-bid conference was held on December 3, 2024 at 10:00 a.m. in the Port's Board of Directors Conference Room and immediately followed by a site visit to Warehouse No. 1. A second site visit was conducted for all registered bidders on January 7, 2025 at 10:00am. The bid submittal date was schedule for Wednesday, February 5, 2025.

Twenty-Two (22) prospective bidders expressed their interest by registering online and downloading the bid packet from the Ports website. Five (5) bidders submitted their bid proposals prior to the established deadline. The bids were opened in the presence of the bidders and read aloud by the Procurement representatives. The results of the bid submittals are as follows:

Bidder	Bid Amount	Variance from	
		Gov't. Estimate \$4,215,000.00	
BME and Sons Inc.	\$ 4,837,223.18	\$ 622,223.18	14.8 % more
Eastern Pacific Engineering and Construction	\$ 4,868,974.60	\$ 653,974.60	15.5 % more
AYM International, Inc.	\$ 4,939,800.00	\$ 724,800.00	17 % more
Surface Solutions	\$ 7,988,000.00	\$ 3,773,000.00	89.5 % more
Tridon Corporation	\$ 9,319,247.04	\$ 5,104,247.04	121 % more

Evaluation and Analysis

Pursuant to 5GCA §5211 (g) and as indicated in Section 12 of the Instruction to Bidders of the bid package, the contract is to be awarded to the lowest responsible, responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid. To determine the responsibility of bidders and is consistent with §3116 (2) of the Procurement Rules and Regulations, the bid package specified the required documents that bidders must submit with their bid price proposal. A brief summary is as follows:

BME and Sons, Inc: The firm submitted a total bid price of **\$4,837,223.18 which represents \$622,223.18 or approx. 14.8% more** than the government/designer's estimate. The firm provided all the required documents as stipulated in the bid package.

Eastern Pacific Engineering and Construction.: The firm submitted a total bid price of **\$4,868,974.60 which represents \$653,974.60 or 15.5% more** than the government/designer's estimate. The firm provided all the required documents as stipulated in the bid package.

AYM International: The firm submitted a total bid price of **\$4,939,800.00 which represents \$724,800.00 or 17% more** than the government/designer's estimate. The firm provided all the required documents as stipulated in the bid package.


Surface Solutions: The firm submitted a total bid price of **\$7,988,000.00 which represents \$3,773,000.00 or 89.5% more** than the government/designer's estimate. The firm provided all the required documents as stipulated in the bid package.

Tridon Corporation: The firm submitted a total bid price of **\$9,319,247.04 which represents \$5,104,247.04 or 121% more** than the government/designer's estimate. The firm provided all the required documents as stipulated in the bid package except for a valid business/Contractors License.

Recommendation

As a result of our review of the bid documents submitted, **BME and Sons Inc.** has been determined to have met the standards of responsibility and responsiveness as outlined in the Guam Procurement Regulations and has been deemed to be the lowest responsive and responsible bidder.

Therefore, in accordance to 3109(n)(2) of the Guam Procurement Rules and Regulations, the recommendation is to award the contract to **BME and Sons, Inc.** in the amount of **FOUR MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS AND 18 CENTS (\$4,837,223.18)** for the above referenced project. Should you need to discuss this further, I will be available at your request.


Steven P. Muna

APPROVED:


RORY J. RESPICIO
General Manager

Attachment:
cc:

Abstract
DGM Administration and Finance
Procurement File



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

February 21, 2025

Mr. Timothy Joo
Vice- President
Eastern Pacific Engineering and Construction
954 Army Drive, Suite 102
Barrigada, Guam 96913
T.671.483.9770
Email: leecruz@easternpacificec.com

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Dear Mr. Joo,


This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

- BME & Son's, Inc.

This award is conditioned upon the successful execution and final approval of the contract by all parties required by Guam law. This notice does not constitute the final formation of a contract between the Port and the successful Bidder. The successful Bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Government of Guam is fully executed. The Port further reserves the right to cancel this Notice of Award at any time prior to the execution of a written contract in accordance with the provisions of the Guam Procurement Law and any other applicable laws or regulations.

Respectfully,


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT	
Eastern Pacific Engineering & Construction	
Company:	
Name:	Lee Cruz 
Date/Time:	2/26/25 @ 1110hrs



PORT OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

February 21, 2025

Mr. Mike N Miyanagi
President, Tridon Corporation
380 B JL Baker St.
Harmon, Tamuning, GU 96913
T.671.646.0864
Email: gmiyanagi@tridonc corp.com

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project.

Dear Mr. Miyanagi,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Respectfully,

Rory J. Respicio
GENERAL MANAGER

ACKNOWLEDGEMENT	
Company:	Tridon Corporation
Name:	Edmond Salvador
Date/Time:	2/28/2025

Digitally signed by Edmond Salvador
DN: cn=Edmond Salvador, ou=US, email=Edmond.Salvador@portguam.com, c=GU, o=Port of Guam
Location: Guam
Date: 2025.02.28 08:11:10Z



PORT OF GUAM
ATURIDAT / PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Pitti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

February, 21, 2025

Ms. Vanessa Zacarias
Vice-President
BME & Son's, Inc.
P.O. Box 24402
Barrigada, GU 96931

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Dear Ms. Zacarias,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Please submit the required 100% performance bonding within 10 business days of receipt of this notice.

Respectfully,


RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT	
Company:	BME & SON'S, INC.
Name:	DANNY NATIVIDAD
Date/Time:	02/26/2025 @ 1:40 PM





PORT OF GUAM

ATURIDAT / PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96915

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

February 21, 2025

Mr. Cencio Tan C. Vy
Secretary/Treasurer
AYM International
P.O. Box 12579
Tamuning, GU 96931
T.671.988.9290
Email: aym@aymguam.com
Email: perrybtaladoc@gmail.com

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Dear Mr. Tan,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Respectfully,

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

Company: _____

Name: _____

Date/Time: _____



PORT OF GUAM

ATURIDAT / PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96915

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

February 21, 2025

Ms. Krystal U. Leung
President, Surface Solutions
928 N. Marine Corps. Drive
Tamuning, Guam 96913
T.671.482.7233
Email: greencommunityengineers@gmail.com

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project.

Dear Ms. Leung,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Respectfully,

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

Company: _____

Name: _____

Date/Time: _____



PORT OF GUAM

ATURIDAT I PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96915

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

February, 21, 2025

Ms. Vanessa Zacarias
Vice-President
BME & Son's, Inc.
P.O. Box 24402
Barrigada, GU 96931

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Dear Ms. Zacarias,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Please submit the required 100% performance bonding within 10 business days of receipt of this notice.

Respectfully,

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

Company: _____

Name: _____

Date/Time: _____



PORT OF GUAM

ATURIDAT / PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

1026 Cabras Highway, Suite 201, Piti, Guam 96915

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam

Joshua F. Tenorio
Lieutenant Governor

February 21, 2025

Mr. Timothy Joo
Vice- President
Eastern Pacific Engineering and Construction
954 Army Drive, Suite 102
Barrigada, Guam 96913
T.671.483.9770
Email: leecruz@easternpacificec.com

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project

Dear Mr. Joo,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Respectfully,

RORY J. RESPICIO
General Manager

ACKNOWLEDGEMENT

Company: _____

Name: _____

Date/Time: _____



PORT OF GUAM

ATURIDAT / PUETTON GUAHAN

Jose D. Leon Guerrero Commercial Port

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Lourdes A. Leon Guerrero
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Joshua F. Tenorio
Lieutenant Governor

February 21, 2025

Mr. Mike N Miyanagi
President, Tridon Corporation
380 B JL Baker St.
Harmon, Tamuning, GU 96913
T.671.646.0864
Email: gmiyanagi@tridoncorp.com

SUBJECT: Notice of Award for IFB # PAG-CIP-024-004 Warehouse No. 1 Maintenance Project.

Dear Mr. Miyanagi,

This Notice of Award is issued in regard to the subject Invitation for Bids (IFB), issued by the Port Authority of Guam for the Warehouse No. 1 Maintenance Project. The Procurement and Engineering divisions have evaluated the bids received using the criteria identified in the IFB, and the Port Authority of Guam is hereby announcing its award to the following bidder:

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Respectfully,

Rory J. Respicio
GENERAL MANAGER

ACKNOWLEDGEMENT

Company: _____

Name: _____

Date/Time: _____



Description of Supplies or Services:		BID SECURITY CC - Cashiers Check LOC - Letter of Credit BB - Bid Bond	Special Reminder to Prospective Bidders	Bid Form & Bid Schedule	AG Form 2 Affidavit Disclosing Ownership & Commission	AG Form 3 Affidavit Re Non Collusion	AG Form 4 Affidavit Re: No Gratuities or Kickbacks	AG Form 5 Affidavit Re Ethical Standards	AG Form 6 Declaration Re Compliance with U.S. DOL Wage Determination	AG Form 7 Affidavit Re Contingent Fees	Special Provision against Sex Offenders on Gov't Property	Valid Copy of Business License	Amendment	Addendums	QUESTIONS & RESPONSES	TOTAL BID PRICE
CONSTRUCTION																
BIDDER'S NAME																
1	Vendor: AYM INTERNATIONAL INC. Date submitted: 2/5/25 Time: 1:24 PM	BB 15% FIRSA NET INC. COMPANY	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$4,939,800.00
2	Vendor: SURFACE SOLUTIONS Date submitted: 2/5/25 Time: 1:32 PM	BB 15% OLD REPUBLIC INS. COMPANY	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$7,988,000.00
3	Vendor: BME & SONS, INC. Date submitted: 2/5/25 Time: 1:35 PM	BB 15% SAFE CO INS. CO OF AMERICA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$4,897,223.18
4	Vendor: ETEC (EASTERN PACIFIC EXX) Date submitted: 2/5/25 Time: 1:37 PM	BB 15% SAFE CO INS. CO OF AMERICA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$4,808,974.60
5	Vendor: TPADON CORPORATION Date submitted: 2/5/25 Time: 1:47 PM	NO BID SECURITY	✓	✓	✓	✓	✓	✓	✓	X NO FORM 7	✓	NO COPY	✓	✓	✓	Original X Copies X CD or USB [] Brochure/Literature \$9,319,247.04
6	Vendor: Date submitted: Time:															Original [] Copies [] CD or USB [] Brochure/Literature
7	Vendor: Date submitted: Time:															Original [] Copies [] CD or USB [] Brochure/Literature
8	Vendor: Date submitted: Time:															Original [] Copies [] CD or USB [] Brochure/Literature
9	Vendor: Date submitted: Time:															Original [] Copies [] CD or USB [] Brochure/Literature
10	Vendor: Date submitted: Time:															Original [] Copies [] CD or USB [] Brochure/Literature

I hereby certify that all bids received in response to this invitation were opened under my personal supervision, and that the names of all bidders have been entered herein.

Tabulated By: PMCM

DATE: FEB. 5, 2025

SIGNATURE

DATE

Verified By:

[Signature]

DATE: 2/5/25

SIGNATURE

DATE

BASIS FOR AWARD:

\\ LOWEST
RESPONSIVE BIDDER
\\ HIGHEST
RESPONSIVE BIDDER
\\ OTHER AWARD

\\ THE BID
\\ COMBINED
TOTAL
\\ ITEM PER
ITEM



BME & SON'S INC.

GENERAL CONTRACTOR & EQUIPMENT RENTAL

LETTER OF TRANSMITTAL

DATE : 03/03/2025
ATTENTION : Rory Respicio – General Manager
THRU : Steven P. Muña
COMPANY : PORT AUTHORITY OF GUAM

WE ARE TRANSMITTING:

- ☐ ATTACHED
☐ SEPARATELY VIA

PROJECT : IFB-PAG-CIP-024-004 – WAREHOUSE No. 1 Maintenance Project

THE FOLLOWING ITEMS:

- ☐ SUBMITTALS
☐ SAMPLES / PRODUCT DATA
☐ SHOP DRAWING
☒ DOCUMENTS

Transmitting herewith the following:

ITEMS	QTY	DESCRIPTION
1.0	1	Original Copy of Performance Bond
2.0	1	Original Copy of Labor & Material Payment Bond
3.0	1	Original Copy of Certificate of Authority
4.0	1	Certified Thru Copy of Performance Bond
5.0	1	Certified Thru Copy of Labor & Material Payment Bond
6.0	1	Certified Thru Copy of Certificate of Authority
		**** NOTHING FOLLOWS ****

RECEIPT ACKNOWLEDGED

BY:

SIGNATURE

Pia Castro

PRINT NAME

Port Of Guam
Jose D. Leon Guerrero Commercial Port

MAR 04 2025

Received
Procurement and Supply Division

DATE:

March 4, 2025

TIME:

10:03AM

PERFORMANCE BOND

BOND NO. 023231976

KNOW ALL MEN BY THESE PRESENTS that BME & SON'S, INC. as Principal,
(Insert full name and address or legal title of Contractor)
hereinafter called Contractor and SAFECO INSURANCE COMPANY OF AMERICA, a corporation duly organized
(Bonding Company)
under the laws of NEW HAMPSHIRE, U.S.A., hereinafter called Surety, are held and firmly bound unto the **Port Authority of Guam, Jose D. Leon Guerrero Commercial Port** as Obligor, herein after called the "Authority" for use and benefit of claimants as herein below defined, in the amount of FOUR MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED Dollars (\$4,837,223.18), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 20____, entered into a Contract with the Authority for the Project Titled:

IFB-PAG-CIP 024-004 – WAREHOUSE No.1 MAINTENANCE PROJECT

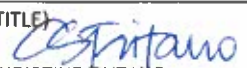
in accordance with drawings and specifications prepared by the Authority which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

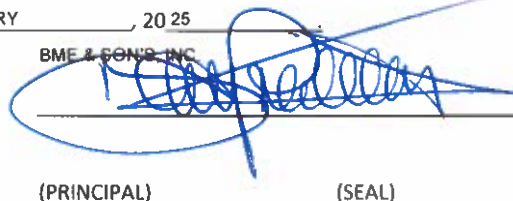
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be and is declared by the Authority to be in default under the Contract, the Authority having performed territorial obligations thereunder, the Surety may promptly remedy the defaults or shall promptly;

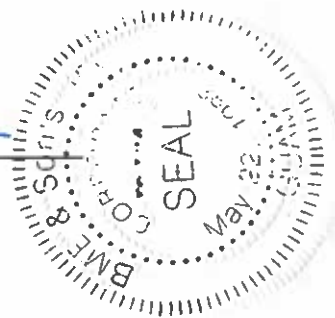
1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety jointly of the lowest responsive, responsible Bidder, arrange for a Contract between such Bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Authority or successors of the Authority.

SIGNED AND SEALED this 27TH day of FEBRUARY, 2025


(WITNESS)

(TITLE)

CHRISTINE TAITANO
(WITNESS)



(PRINCIPAL) (SEAL)



SAFECO INSURANCE COMPANY OF AMERICA
(BONDING COMPANY)

ADAM T. BARON, ATTORNEY-IN-FACT
(TITLE)

BY: 
(ATTORNEY-IN-FACT)


Countersigned: ADAM T. BARON
CASSIDY'S ASSOCIATED INSURERS, INC.
RESIDENT GENERAL AGENT

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 023231976

KNOW ALL MEN BY THESE PRESENTS that BME & SON'S, INC. as Principal, hereinafter called the "Principal" and SAFECO INSURANCE COMPANY OF AMERICA a corporation duly organized under
(BONDING COMPANY)

NEW HAMPSHIRE, U.S.A.
the laws of the Territory of Guam, as Surety, hereinafter called "Surety", are held and firmly bound unto the **PORT AUTHORITY OF GUAM, JOSE D. LEON GUERRERO COMMERCIAL PORT** as Oblige, hereinafter called "Authority" for use and benefit of claimant as herein below defined, in the amount of FOUR MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED TWENTY THREE AND 18/100 Dollars (\$4,837,223.18), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written Agreement dated _____, 20____, Entered into a Contract with the Authority for the Project Titled:

IFB-PAG-CIP 024-004 – WAREHOUSE No.1 MAINTENANCE PROJECT

in accordance with drawings and specifications prepared by the Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

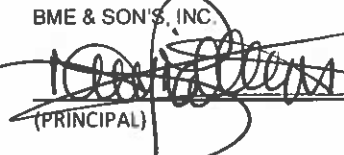
1. A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-mentioned Principal and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execute thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall commence hereunder by any claimants:
 - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Authority or Surety, at any place where an office is regularly maintained for the transaction of

business, or serves in any manner in which legal process may be served in Guam in which the aforesaid project is located, save such service need not be made by public officer.

- b. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c. Other than in court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this 27TH day of FEBRUARY, 2025


(WITNESS)

BME & SON'S, INC.

(PRINCIPAL)
(SEAL)



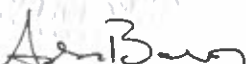
(TITLE)

CHRISTINE TAITANO
(WITNESS)

SAFECO INSURANCE COMPANY OF AMERICA
(BONDING COMPANY)

ADAM T. BARON, ATTORNEY-IN-FACT
(TITLE)

By: 
(ATTORNEY-IN-FACT)


Countersigned: ADAM T. BARON
CASSIDY'S ASSOCIATED INSURERS, INC.
RESIDENT GENERAL AGENT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No: 8206247-988812

POWER OF ATTORNEY

FOR PERFORMANCE AND PAYMENT BOND NO. 023231976 ISSUED ON BEHALF OF BME & SON'S, INC.

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, that First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam T. Baron; David W. Cassidy; Michael C. Cassidy; Timothy J. San Nicolas

all of the city of Hagatna state of GU each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2021.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America



By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of FEBRUARY, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE INSURANCE AND BANKING COMMISSIONER
CERTIFICATE OF AUTHORITY

COA184

Know All Men by These Presents That:

Name	SAFECO INSURANCE COMPANY OF AMERICA
Address	175 BERKELEY STREET BOSTON, MA 02116 United States
Classes of Insurance Authorized	Fidelity & Surety Prop. Damage & Liability



Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 1st day of July, 2024 to the 30th day of June, 2025 unless authority is revoked for failure to comply with the law.

General Agent(s)

CALVO'S INSURANCE UNDERWRITERS INC
CASSIDY'S ASSOCIATED INSURERS INC
SAFECO INSURANCE COMPANY OF
AMERICA
TAKAGI & ASSOCIATES INC

In Witness Whereof, I have hereunto subscribed my name officially
and have heron impressed my Seal of Office at the City of
Barrigada, Guam on this 1st day of July, 2024

Michelle B. Santos

Insurance and Banking Commissioner

PERFORMANCE BOND

BOND NO. 023231976

KNOW ALL MEN BY THESE PRESENTS that BME & SON'S, INC. as Principal,
(Insert full name and address or legal title of Contractor)
hereinafter called Contractor and SAFECO INSURANCE COMPANY OF AMERICA, a corporation duly organized
(Bonding Company)
under the laws of NEW HAMPSHIRE, U.S.A., hereinafter called Surety, are held and firmly bound unto the **Port Authority of Guam, Jose D. Leon Guerrero Commercial Port** as Obligor, herein after called the "Authority" for use and benefit of claimants as herein below defined, in the amount of FOUR MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED Dollars (\$4,837,223.18), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 20____, entered into a Contract with the Authority for the Project Titled:

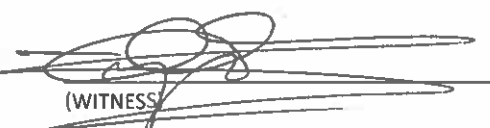
IFB-PAG-CIP 024-004 – WAREHOUSE No.1 MAINTENANCE PROJECT

in accordance with drawings and specifications prepared by the Authority which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

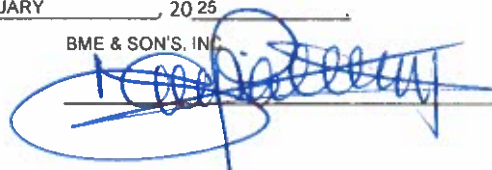
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be and is declared by the Authority to be in default under the Contract, the Authority having performed territorial obligations thereunder, the Surety may promptly remedy the defaults or shall promptly;

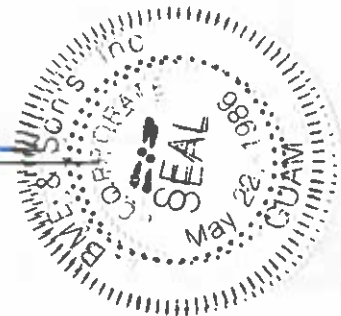
1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety jointly of the lowest responsive, responsible Bidder, arrange for a Contract between such Bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Authority or successors of the Authority.

SIGNED AND SEALED this 27TH day of FEBRUARY, 2025


(WITNESS)

(TITLE)
Christine Taitano
CHRISTINE TAITANO
(WITNESS)


BME & SON'S, INC.
(PRINCIPAL) (SEAL)



SAFECO INSURANCE COMPANY OF AMERICA
(BONDING COMPANY)

ADAM T. BARON, ATTORNEY-IN-FACT
(TITLE)

BY: 
(ATTORNEY-IN-FACT)

CERTIFIED TRUE COPY
CST


Countersigned: ADAM T. BARON
CASSIDY'S ASSOCIATED INSURERS, INC.
RESIDENT GENERAL AGENT

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 023231976

KNOW ALL MEN BY THESE PRESENTS that BME & SON'S, INC. as Principal, hereinafter called the "Principal" and SAFECO INSURANCE COMPANY OF AMERICA a corporation duly organized under (BONDING COMPANY) the laws of NEW HAMPSHIRE, U.S.A. as Surety, hereinafter called "Surety", are held and firmly bound unto the **PORT AUTHORITY OF GUAM, JOSE D. LEON GUERRERO COMMERCIAL PORT** as Oblige, hereinafter called "Authority" for use and benefit of claimant as herein below defined, in the amount of FOUR MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED TWENTY THREE AND 18/100 Dollars (\$4,837,223.18), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written Agreement dated _____, 20____, Entered into a Contract with the Authority for the Project Titled:

IFB-PAG-CIP 024-004 - WAREHOUSE No.1 MAINTENANCE PROJECT

in accordance with drawings and specifications prepared by the Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-mentioned Principal and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execute thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall commence hereunder by any claimants:
 - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Authority or Surety, at any place where an office is regularly maintained for the transaction of

CERTIFIED TRUE COPY

Page 89 of 92

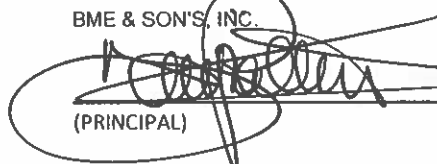
CST

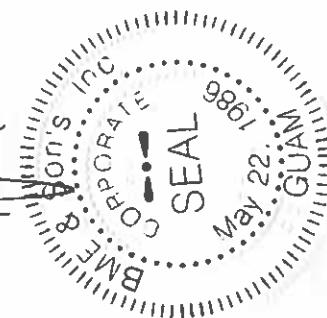
business, or serves in any manner in which legal process may be served in Guam in which the aforesaid project is located, save such service need not be made by public officer.


- b. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c. Other than in court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this 27TH day of FEBRUARY, 2025


(WITNESS)


BME & SON'S, INC.

(PRINCIPAL)
(SEAL)

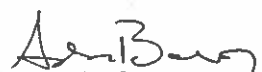


(TITLE)

CHRISTINE TAITANO
(WITNESS)

SAFECO INSURANCE COMPANY OF AMERICA
(BONDING COMPANY)

ADAM T. BARON, ATTORNEY-IN-FACT
(TITLE)

By: 
(ATTORNEY-IN-FACT)


Countersigned: ADAM T. BARON
CASSIDY'S ASSOCIATED INSURERS, INC.
RESIDENT GENERAL AGENT

CERTIFIED TRUE COPY





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No: 8206247 - 988812

POWER OF ATTORNEY

FOR PERFORMANCE AND PAYMENT BOND NO. 023231976 ISSUED ON BEHALF OF BME & SON'S, INC.

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, that First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam T. Baron; David W. Cassidy; Michael C. Cassidy; Timothy J. San Nicolas

all of the city of Hagatna state of GU each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2021.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America



By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of FEBRUARY, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE INSURANCE AND BANKING COMMISSIONER
CERTIFICATE OF AUTHORITY

COA184

Know All Men by These Presents That:

Name SAFECO INSURANCE COMPANY OF AMERICA

Address 175 BERKELEY STREET
BOSTON, MA 02116
United States

Classes of Insurance Authorized Fidelity & Surety
Prop. Damage & Liability

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 1st day of July, 2024 to the 30th day of June, 2025 unless authority is revoked for failure to comply with the law.

General Agent(s)

CALVO'S INSURANCE UNDERWRITERS INC
CASSIDY'S ASSOCIATED INSURERS INC
SAFECO INSURANCE COMPANY OF
AMERICA
TAKAGI & ASSOCIATES INC

In Witness Whereof, I have hereunto subscribed my name officially
and have hereon impressed my Seal of Office at the City of
Barrigada, Guam on this 1st day of July, 2024



Michelle B. Santos

Insurance and Banking Commissioner

Re: Pickup Electronic Copy for Contract - PAG-CIP-024-004 PAG - WAREHOUSE No.1 MAINTENANCE PROJECT

From : Pia A. Castro <pacastro@portofguam.com>
Subject : Re: Pickup Electronic Copy for Contract - PAG-CIP-024-004 PAG - WAREHOUSE No.1 MAINTENANCE PROJECT

Mon, Nov 25, 2024 01:37 PM

4 attachments

To : Tiffani Lee Cruz <leecruz@easternpacificec.com>
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>, Philip Park <philip.park@easternpacificec.com>

Hafa adai Ms. Cruz,

Yes, tomorrow will be fine.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

From: "Tiffani Lee Cruz" <leecruz@easternpacificec.com>
To: "spmuna01" <spmuna01@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>, "Pia A. Castro" <pacastro@portofguam.com>
Cc: "Philip Park" <philip.park@easternpacificec.com>
Sent: Monday, November 25, 2024 1:31:25 PM
Subject: Pickup Electronic Copy for Contract - PAG-CIP-024-004 PAG - WAREHOUSE No.1 MAINTENANCE PROJECT

Good afternoon,

My name is Lee Cruz from EPEC, and I would like to come by and pick up an electronic copy of the bid packet for PAG - Warehouse No.1 Maintenance Project.
Is tomorrow at 8am ok?

Please advice if I will need my own hard drive for the electronic copy.

Regards,

Ms. Lee Cruz

671-649-7945

671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



Together, We Make It Happen

SITE VISIT - December 3, 2024, at 10:00am for IFB-PAG-CIP-024-004 WH1 Maintenance Project**From :** Pia A. Castro <pacastro@portofguam.com>

Mon, Dec 02, 2024 01:29 PM

Subject : SITE VISIT - December 3, 2024, at 10:00am for IFB-PAG-CIP-024-004 WH1 Maintenance Project

10 attachments

To : Jesse S. Mendiola, Jr. <jsmendiola@portofguam.com>, Roseanna T. Castro <rtcastro@portofguam.com>, Victor <vmcamacho@portofguam.com>**Cc :** Higinio N. Camacho <hncamacho@portofguam.com>, Eric J. Salas <ejsalas@portofguam.com>, David B. Esplana <dbesplana@portofguam.com>, James A. Sandlin <jasandlin@portofguam.com>, Frances A. Candoleta <facandoleta@portofguam.com>, Deborah S. Hurchanik <dshurchanik@portofguam.com>, Annie Sablan <algsablan@portofguam.com>, spmuna01 <spmuna01@portofguam.com>

Good afternoon Chief,

Attached are ID's for a site visit that is scheduled to take place after tomorrow's (12/3/24) pre-bid conference for IFB-PAG-CIP-024-004 WH1 Maintenance Project.

The pre-bid conference is scheduled for 10:00am at the PAG Boardroom. If any additional ID's are received, Steven or I will forward them to your division.

RN Builders

1. Ralph Navarro
2. Rolando New Villamor

BME & Sons, Inc.

1. Roberto Marzan Jr.
2. Mark Abarca
3. Jade Arguelles

JJ Global

1. Luis E. Bustamante
2. Agapito Casin
3. Rick Sison

Catalyst Pacific - Guam

1. Shirley B. Tulop

Eastern Pacific Engineering Construction

1. Park, Joo Bae
2. Tiffanie Lee Sablan
3. Henson Paranada
4. Albert Lavadia

Pacific Federal Management, Inc. (PFM Guam)

1. Ken San Nicolas
2. Ruben Montalvo

Core Tech International:

1. Bassi, Angelica
2. Dela Pena, Lawrence
3. Francisco, Jeneva
4. Micor, Famela
5. Monsanto, Mark Anthony
6. Rosel, Ronel

Thank you,

Pia



PIA A. CASTRO

Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

-
-  **PFM GUAM.pdf**
186 KB
 -  **RN BUILDERS.pdf**
137 KB
 -  **Jade Arguelles.pdf**
114 KB
 -  **DRIVERS LICENSE.pdf**
121 KB
 -  **Luis ID.pdf**
234 KB
 -  **KIT DRIVER LICENSE.pdf**
75 KB
 -  **EPEC - IDs for Site Visit.pdf**
3 MB
 -  **ken sn passport.pdf**
123 KB
 -  **IFB-PAG-CIP-024-004_Core Tech IDs.pdf**
1 MB
-

RE: IFB 024-004 WH! Maintenance Project Amendment No 1**From :** dhernandez@topbuildersguam.com

Thu, Jan 02, 2025 02:46 PM

Subject : RE: IFB 024-004 WH! Maintenance Project Amendment No 1**To :** 'Steven P. Muna' <spmuna01@portofguam.com>, 'Annie' <algsablan@portofguam.com>, 'Pia A. Castro' <pacastro@portofguam.com>, pagprocurement@portofguam.com

1 attachment

Cc : 'Edwin Aclan' <ea@topbuildersguam.com>External images are not displayed. [Display images below](#)

Hafa Adai Steve and Procurement Team:

Please add the attached person who shall be attending with me on the site visit . Please see attached valid photo ID for your record.
Thank you and HAPPY NEW YEAR TO ALL!!!!

Best Regards,

Daniel A. Hernandez
Top Builders, LLC.
M: 671-489-8864
O: 671-989-8864

From: dhernandez@topbuildersguam.com <dhernandez@topbuildersguam.com>**Sent:** Tuesday, December 24, 2024 12:33 PM**To:** 'Steven P. Muna' <spmuna01@portofguam.com>; 'Annie' <algsablan@portofguam.com>; 'Pia A. Castro' <pacastro@portofguam.com>; pagprocurement@portofguam.com**Cc:** 'Edwin Aclan' <ea@topbuildersguam.com>**Subject:** RE: IFB 024-004 WH! Maintenance Project Amendment No 1

Hafa Adai Steve and Procurement Team:

Top Builders will be attending the site visit. Please see attached valid photo ID for your record.
Thank you and HAPPY HOLIDAYS TO ALL!!!!

Best Regards,

Daniel A. Hernandez
Top Builders, LLC.
M: 671-489-8864
O: 671-989-8864

From: Steven P. Muna <spmuna01@portofguam.com>**Sent:** Monday, December 23, 2024 3:26 PM**To:** Annie <algsablan@portofguam.com>; Mark A. Cabrera <macabrera@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>; pagprocurement@portofguam.com**Cc:** Jimmy P. Dacasin <jpdacasin@portofguam.com>; Iremar C. Gutierrez <icgutierrez@portofguam.com>; Clarence Lagutang <clagutang@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>; Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>**Subject:** IFB 024-004 WH! Maintenance Project Amendment No 1

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

*** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

Virus-free www.avg.com

WAREHOUSE NO.1 MAINTENANCE PROJECT_SITE VISIT AT JAN. 07

From : Green Community Engineers <greencommunityengineers@gmail.com>
Subject : WAREHOUSE NO.1 MAINTENANCE PROJECT_SITE VISIT AT JAN. 07
To : pagprocurement@portofguam.com, algsablan@portofguam.com, spmuna01@portofguam.com, pacastro@portofguam.com
Cc : MARVIN BALAYO/EMER OCAMPO <engineers.surfacesolutions@gmail.com>, reynold leung <reynleung@gmail.com>, Green Community Engineers <greencommunityengineers@gmail.com>

Thu, Jan 02, 2025 02:59 PM

3 attachments

Hafa Adai,




First of all, let me wish you a Happy New Year!
We are sending this email to forward our ID for the upcoming site visit on January 07.

Attendees for our company are:

1. Marlo Valencia
2. Melvin Profeta
3. Marvin Balayo

May we also know if you can include the roof for the site visit (this was not visited during the previous site visit) or provide some photos?

Si Yu'us Ma'ase,
Marlo Valencia
Green Community Development
dba Surface Solution
928 N Marine Corps Drive Suite 101
Tamuning GU 96913
+1 (671) 898 1741

-
-  **Driver's License_Melvin.pdf**
123 KB
 -  **Marvin Balayo - DL exp 09.08.2027.pdf**
130 KB
 -  **Marlo Valencia - Driver's License.pdf**
126 KB
-

Jan. 7, 2024 Site Visit Confirmation

From : Nathan Salera <marketing@jjglobal.services>

Fri, Jan 03, 2025 09:54 AM

Subject : Jan. 7, 2024 Site Visit Confirmation**To :** pagprocurement@portofguam.com,
algsablan@portofguam.com, spmuna01@portofguam.com,
pacastro@portofguam.com 1 attachment**Cc :** Kit Casin <kit.casin@jjglobal.services>, Luis Bustamante
<luis.bustamante@jjglobal.services>, Johnathan Paul
Taijeron <jptaijeron@jjglobal.services>

Dear PAG Officers,

I am contacting you on behalf of JJ Global Services to confirm our company's attendance at the Site Visit on January 7, 10 AM CHST.

JJ Global will be represented by JOHNATHAN PAUL JEROME TAIJERON whose Driver's License is attached.

Please acknowledge this email so we know you received our confirmation before the Jan. 6 deadline.

Respectfully,

NATHAN L. SALERA
Business Development Director
JJ Global Services, inc.

**JP driver's license .jpg**56 KB

RE: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

Fri, Jan 03, 2025 02:04 PM

7 attachments

From : Tiffani Lee Cruz <leecruz@easternpacificcec.com>

Subject : RE: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>, algsablan@portofguam.com

Cc : Philip Park <philip.park@easternpacificcec.com>

Good afternoon,

Please see additional IDs for your coordination.

Regards,

Ms. Lee Cruz

671-649-7945

671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificcec.com

<http://eccamerica.com>



From: Tiffani Lee Cruz

Sent: Monday, December 30, 2024 4:05 PM

To: spmuna01 <spmuna01@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>; pagprocurement <pagprocurement@portofguam.com>; algsablan@portofguam.com

Cc: Philip Park <philip.park@easternpacificcec.com>

Subject: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

Good afternoon,

As indicated on the AMD 01, IDs submission, please see attached file for your coordination.
Site Visit for Jan 7, 2025 @ 10am.



Regards,

Ms. Lee Cruz

671-649-7945

671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificcec.com

<http://eccamerica.com>



EPEC - Additional IDs.pdf
257 KB

Jan. 7th Site Visit

From : Steven P. Muna <spmuna01@portofguam.com>

Mon, Jan 06, 2025 08:43 AM

Subject : Jan. 7th Site Visit

To : Pia A. Castro <pacastro@portofguam.com>, Clarence Lagutang <cvlagutang@portofguam.com>, Jimmy P. Dacasin <jpdacasin@portofguam.com>, Jerome C. Valdez <jcvaldez@portofguam.com>, Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>

Cc : Jesse S. Mendiola, Jr. <jsmendiola@portofguam.com>, Roseanna T. Castro <rtcastro@portofguam.com>, Victor <vmcamacho@portofguam.com>, Higinio N. Camacho <hncamacho@portofguam.com>, James A. Sandlin <jasandlin@portofguam.com>, Eric J. Salas <ejsalas@portofguam.com>, David B. Esplana <dbesplana@portofguam.com>, Frances A. Candoleta <facandoleta@portofguam.com>, Deborah S. Hurchanik <dshurchanik@portofguam.com>, Annie <algsablan@portofguam.com>

Hafa Adai Team CIP,

Just a reminder that our second site visit for construction project WH1 IFB 024-004 will be tomorrow at 10am. Today we will collect ID's and forward to Port Police for vetting.

Please feel free to contact me should you have any questions. Have a good day.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

RE: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>
Subject : RE: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC
To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>, algsablan@portofguam.com
Cc : Philip Park <philip.park@easternpacificec.com>

Mon, Jan 06, 2025 08:51 AM

8 attachments

Good morning,

Resending on Philip's Behalf for Eastern Pacific Engineering & Construction.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



Together, We Make it Happen

From: Tiffani Lee Cruz

Sent: Friday, January 3, 2025 2:05 PM

To: spmuna01 <spmuna01@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>; pagprocurement <pagprocurement@portofguam.com>; algsablan@portofguam.com

Cc: Philip Park <philip.park@easternpacificec.com>

Subject: RE: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

Good afternoon,

Please see additional IDs for your coordination.

Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



Together, We Make it Happen

From: Tiffani Lee Cruz

Sent: Monday, December 30, 2024 4:05 PM

To: spmuna01 <spmuna01@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>; pagprocurement <pagprocurement@portofguam.com>; algsablan@portofguam.com

Cc: Philip Park <philip.park@easternpacificec.com>

Subject: PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

Good afternoon,

As indicated on the AMD 01, IDs submission, please see attached file for your coordination.
Site Visit for Jan 7, 2025 @ 10am.



Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



PACIFIC ENGINEERING & CONSTRUCTION

Together, We Make it Happen

From : Tiffani Lee Cruz <leecruz@easternpacificec.com>

Mon, Dec 30, 2024 04:05 PM

Subject : PAG-CIP-024-004 IDs for Site Visit 1/7/25 - EPEC

📎 [5 attachments](#)

To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>, algsablan@portofguam.com

Cc : Philip Park <philip.park@easternpacificec.com>

Good afternoon,

As indicated on the AMD 01, IDs submission, please see attached file for your coordination.
Site Visit for Jan 7, 2025 @ 10am.



Regards,

Ms. Lee Cruz

☎ 671-649-7945

📠 671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificec.com

<http://eccamerica.com>



PACIFIC ENGINEERING & CONSTRUCTION

Together, We Make it Happen

📎 **PAG IDs.pdf**

685 KB [View](#) [Download](#)

📎 [Download all attachments](#)

Fwd: IFB 024-004 WH! Maintenance Project Amendment No 1

From : Steven P. Muna <spmuna01@portofguam.com>
Subject : Fwd: IFB 024-004 WH! Maintenance Project Amendment No 1
To : manette baza <manette.baza@catconguam.com>
Cc : Pia A. Castro <pacastro@portofguam.com>, Annie <algsablan@portofguam.com>

Mon, Jan 06, 2025 08:58 AM

1 attachment

Hafa Adai Ms. Manette,

Please see attached amendment no. 1, please acknowledge by signing and emailing back to me or pacastro@portofguam.com.

Furthermore, if any CATCON representatives will be attending site visit tomorrow, I will need a digital copy of a valid government issued ID emailed to me by 10:00am today.

Should you have any questions, please feel free to contact me. Have a good day.

R, Steven

From: "Steven P. Muna" <spmuna01@portofguam.com>
To: "Annie" <algsablan@portofguam.com>, "Mark A. Cabrera" <macabrera@portofguam.com>, "Pia A. Castro" <pacastro@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>
Cc: "Jimmy P. Dacasin" <jpdacasin@portofguam.com>, "Iremar C. Gutierrez" <icgutierrez@portofguam.com>, "Clarence Lagutang" <cvlagutang@portofguam.com>, "Katrina A. Messer" <kamesser@portofguam.com>, "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
Sent: Monday, December 23, 2024 3:26:28 PM
Subject: IFB 024-004 WH! Maintenance Project Amendment No 1

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

***** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.**

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **IFB 024-004 Amendment No 1.pdf**
28 KB

Re: IFB 024-004 WH! Maintenance Project Amendment No 1

From : Manette Baza <manette.baza@catconguam.com>
Subject : Re: IFB 024-004 WH! Maintenance Project Amendment No 1
To : Steven P. Muna <spmuna01@portofguam.com>
Cc : Pia A. Castro <pacastr@portofguam.com>, Annie <algsablan@portofguam.com>, Victoria Navarrete <victoria.navarrete@catconguam.com>

Mon, Jan 06, 2025 09:08 AM

1 attachment

Good morning, Mr. Muna.

Acknowledged. I will provide you with an update shortly regarding the number of our team members who will be attending the site visit tomorrow.

Thank you.

Best Regards,
Manette Baza
Human Resources Assistant



MANETTE BAZA
Human Resources Assistant
Office: 336-7495
Email: manette.baza@catconguam.com
Mobile: 336-7495
Fax: 336-7495

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Steven P. Muna <spmuna01@portofguam.com>
Sent: Monday, January 6, 2025 8:58 AM
To: Manette Baza <manette.baza@catconguam.com>
Cc: Pia A. Castro <pacastr@portofguam.com>; Annie <algsablan@portofguam.com>
Subject: Fwd: IFB 024-004 WH! Maintenance Project Amendment No 1

Hafa Adai Ms. Manette,

Please see attached amendment no. 1, please acknowledge by signing and emailing back to me or pacastr@portofguam.com.

Furthermore, if any CATCON representatives will be attending site visit tomorrow, I will need a digital copy of a valid government issued ID emailed to me by 10:00am today.

Should you have any questions, please feel free to contact me. Have a good day.

R, Steven

From: "Steven P. Muna" <spmuna01@portofguam.com>
To: "Annie" <algsablan@portofguam.com>, "Mark A. Cabrera" <macabrera@portofguam.com>, "Pia A. Castro" <pacastr@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>
Cc: "Jimmy P. Dacasin" <jpdacasin@portofguam.com>, "Iremar C. Gutierrez" <icgutierrez@portofguam.com>, "Clarence Lagutang" <clagutang@portofguam.com>, "Katrina A. Messer" <kamesser@portofguam.com>, "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>
Sent: Monday, December 23, 2024 3:26:28 PM
Subject: IFB 024-004 WH! Maintenance Project Amendment No 1

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

***** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.**

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

--
Respectfully,

Steven P. Muna
ATOSSCOM Secretary

Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

—
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

ID's for Site Visit (January 07, 2025)

From : Robert Marzan <rmarzan@bmesons.com>

Mon, Jan 06, 2025 09:20 AM

Subject : ID's for Site Visit (January 07, 2025) 2 attachments**To :** 'Steven P. Muna' <spmuna01@portofguam.com>, 'Pia A. Castro' <pacastro@portofguam.com>, pagprocurement@portofguam.com, 'Annie Sablan' <algsablan@portofguam.com>**Cc :** 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Jade Arguelles' <jarguelles016@gmail.com>, 'Mark Abarca' <marka@bmesons.com>

Hafa Adai!

We are sending herewith photos of our ID's for the scheduled site visit tomorrow, for your reference and appropriate action.

Kindly confirm the receipt of this email.

Thank you and regards,

ROBERT MARZAN, JR.Project Estimator
BME & Sons, Inc.

 **ROBERT AND MARK IDs.pdf**
121 KB**JADE ID.jpg**
122 KB

Re: Jan. 7th Site Visit

Mon, Jan 06, 2025 09:28 AM

From : Jimmy P. Dacasin <jpdacasin@portofguam.com>

Subject : Re: Jan. 7th Site Visit

To : Steven P. Muna <spmuna01@portofguam.com>

Cc : Pia A. Castro <pacastro@portofguam.com>, Clarence V. Lagutang <cvlagutang@portofguam.com>, Jerome C. Valdez <jcvaldez@portofguam.com>, Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>, Jesse S. Mendiola, Jr. <jsmendiola@portofguam.com>, Roseanna T. Castro <rtcastro@portofguam.com>, Victor <vmcamacho@portofguam.com>, Higinio N. Camacho <hncamacho@portofguam.com>, James A. Sandlin <jasandlin@portofguam.com>, Eric J. Salas <ejsalas@portofguam.com>, David B. Esplana <dbesplana@portofguam.com>, Frances Candoleta <facandoleta@portofguam.com>, Deborah S. Hurchanik <dshurchanik@portofguam.com>, Annie <algsablan@portofguam.com>

Sir Steve,

This is noted. Thank you and see you tomorrow.

Respectfully,

Jimmy Dacasin,

Engineer II

Engineering/CIP Division

Port Authority of Guam

1026 Cabras Highway, Suite 201

Piti, Guam 96925

Tel: (671) 564-5993

Email: jpdacasin@portofguam.com

Website: www.portofguam.com

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From: "Steven P. Muna" <spmuna01@portofguam.com>

To: "Pia A. Castro" <pacastro@portofguam.com>, "Clarence V. Lagutang" <cvlagutang@portofguam.com>, "Jimmy Dacasin" <jpdacasin@portofguam.com>, "Jerome C. Valdez" <jcvaldez@portofguam.com>, "Jacob B. Aquiningoc" <jbaquiningoc@portofguam.com>

Cc: "Jesse S. Mendiola, Jr." <jsmendiola@portofguam.com>, "Roseanna T. Castro" <rtcastro@portofguam.com>, "Victor" <vmcamacho@portofguam.com>, "Higinio N. Camacho" <hncamacho@portofguam.com>, "James A. Sandlin" <jasandlin@portofguam.com>, "Eric J. Salas" <ejsalas@portofguam.com>, "David B. Esplana" <dbesplana@portofguam.com>, "Frances Candoleta" <facandoleta@portofguam.com>, "Deborah S. Hurchanik" <dshurchanik@portofguam.com>, "Annie" <algsablan@portofguam.com>

Sent: Monday, January 6, 2025 8:43:51 AM

Subject: Jan. 7th Site Visit

Hafa Adai Team CIP,

Just a reminder that our second site visit for construction project WH1 IFB 024-004 will be tomorrow at 10am. Today we will collect ID's and forward to Port Police for vetting.

Please feel free to contact me should you have any questions. Have a good day.

--

Respectfully,

Steven P. Muna

ATOSSCOM Secretary

Port Authority of Guam

Procurement and Supply Division

W. 671-477-5931/2 ext.251

C. 671-888-7726

email: spmuna01@portofguam.com

PROCUREMENT DIVISION			FY25 ROUTING # <u>016</u>
Procurement Staff: <u>[Signature]</u>		Proc. Received Date: _____	
Date Out: <u>DEC 10 2024</u>	Time: <u>9:46</u>	Initial/Time: _____/_____	
Division	Initials	Date	Notes
Procurement Division	<u>AMS</u>	<u>12/10/2024</u>	
DGM - Admin/Finance			
General Manager - (signature)	<u>[Signature]</u>	<u>12/10/24</u>	
SUBJECT: <u>Addendum 1 - WHI Maintenance Project.</u>			
[X] URGENT [X] GM SIGNATURE [X] PLEASE RETURN TO PROCUREMENT			

Re: IFB-PAG-CIP-024-004 WH1 Maintenance Project Amendment No 2

From : GuamWEBZ WebCare <webcare@guamwebz.com>
Subject : Re: IFB-PAG-CIP-024-004 WH1 Maintenance Project Amendment No 2
To : Pia A. Castro <pacastr@portofguam.com>
Cc : PAG Procurement <pagprocurement@portofguam.com>

Wed, Jan 08, 2025 05:44 PM

1 attachment

Hi Pia,

This is done.

Regards,
Rocky

Happy Holidayz!

*Make IT Happen in 2025.***GuamWEBZ WebCare Team**

For all your Web Updates and Support:
webcare@guamwebz.com

"WEB CARE for your Web."

20+ YEARS! EXPERIENCE MATTERS.

Founded in 2004, we have more than two decades of expertise. Founded in Guam, we are Mariana Islands' homegrown web & digital solutions provider.

Sender's Note: This email and its content, including attachments, may have been prepared and/or sent by another member from our team on behalf of the person(s) named in this email, such as by a colleague/other team member, usually done so to expedite communication and/or in the spirit of sharing resources to get the task completed. We may use AI applications in certain instances to improve communication and quality control.

On Wed, Jan 8, 2025 at 11:57 AM Pia A. Castro <pacastr@portofguam.com> wrote:

Good afternoon,

Please post the attached Amendment 2 for IFB-PAG-CIP-024-004 WH1 Maintenance Project, on the Port's website.

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Re: Request to upload on website for IFB-PAG-CIP-024-004

From : GuamWEBZ WebCare <webcare@guamwebz.com>
Subject : Re: Request to upload on website for IFB-PAG-CIP-024-004
To : Pia A. Castro <pacastro@portofguam.com>
Cc : PAG Procurement <pagprocurement@portofguam.com>

Wed, Dec 11, 2024 05:20 PM

1 attachment

Hi Pia,

This is done.

Regards,
Rocky

Happy Holidayz!

Please take note of our special Holidays schedule...some services may not be available on specific dates...

Starting December 23 - through Christmas Day and December 30 - through New Year's Day...

***Please plan your requests accordingly**

- View GuamWEBZ Holiday schedule here: <https://guamwebz.com/services-holidays-schedule>
- Content Updating and/or Posting Services will not be available on specific dates.
- Admin will be Closed.
- Technical Support will be available as usual.
- Websites, Apps, Systems, Email, Hosting, etc., will remain online as usual.
- Security Protocols, Tracking, Monitoring, etc. will continue working as usual.

Questions? Please email holidays@guamwebz.com.

GuamWEBZ WebCare Team

For all your Web Updates and Support:
webcare@guamwebz.com

Sender's Note: This email and its content, including attachments, may have been prepared and/or sent by another member from our team on behalf of the person(s) named in this email, such as by a colleague/other team member, usually done so to expedite communication and/or in the spirit of sharing resources to get the task completed. We may use AI applications in certain instances to improve communication and quality control.

On Wed, Dec 11, 2024 at 2:00 PM Pia A. Castro <pacastro@portofguam.com> wrote:
Hi Rocky,

Please upload the attached Addendum No. 1 to the IFB posting below.

Bid/RFP/IFB Number	Project/Bid Description	Date Posted	Packet Cost	Status	Awarde
IFB-PAG-CIP-024-004	WAREHOUSE No.1 MAINTENANCE PROJECT	NOVEMBER 25, 2024	No Fee	OPEN	

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Request to upload on website for IFB-PAG-CIP-024-004

From : Pia A. Castro <pacastro@portofguam.com>
Subject : Request to upload on website for IFB-PAG-CIP-024-004
To : GuamWEBZ WebCare <webcare@guamwebz.com>
Cc : PAG Procurement <pagprocurement@portofguam.com>

Wed, Dec 11, 2024 02:00 PM

2 attachments

Hi Rocky,

Please upload the attached Addendum No. 1 to the IFB posting below.

Bid/RFP/IFB Number	Project/Bid Description	Date Posted	Packet Cost	Status	Awarded
IFB-PAG-CIP-024-004	WAREHOUSE No.1 MAINTENANCE PROJECT	NOVEMBER 25, 2024	No Fee	OPEN	

Thank you,

Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

ADDENDUM 1 - WH1 Maintenance Proj.pdf
339 KB

IFB 024-004 WH! Maintenance Project Amendment No 1

From : Steven P. Muna <spmuna01@portofguam.com>
Subject : IFB 024-004 WH! Maintenance Project Amendment No 1

Mon, Dec 23, 2024 03:26 PM

 1 attachment

To : Annie <algsablan@portofguam.com>, Mark A. Cabrera
<macabrera@portofguam.com>, Pia A. Castro
<pacastro@portofguam.com>,
pagprocurement@portofguam.com

Cc : Jimmy P. Dacasin <jpdacasin@portofguam.com>, Iremar
C. Gutierrez <icgutierrez@portofguam.com>, Clarence
Lagutang <cvlagutang@portofguam.com>, Katrina A.
Messer <kamesser@portofguam.com>, Jacob B.
Aquiningoc <jbaquiningoc@portofguam.com>

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

***** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.**

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **IFB 024-004 Amendment No 1.pdf**
28 KB

Amendment No 1 IFB 024-004 WH1

From : Steven P. Muna <spmuna01@portofguam.com>

Mon, Dec 23, 2024 03:43 PM

Subject : Amendment No 1 IFB 024-004 WH1

1 attachment

To : angelica bassi <angelica.bassi@coretechintl.com>

Cc : Pia A. Castro <pacaastro@portofguam.com>, PAG Procurement <pagprocurement@portofguam.com>

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

*** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.

Thank you, have a good day and Merry Christmas to all.

----- Forwarded Message -----

From: "Mail Delivery System" <MAILER-DAEMON@mail.portofguam.com>

To: "spmuna01" <spmuna01@portofguam.com>

Sent: Monday, December 23, 2024 3:26:45 PM

Subject: Undelivered Mail Returned to Sender

This is the mail system at host mail.portofguam.com.

I'm sorry to have to inform you that your message could not be delivered to one or more recipients. It's attached below.

For further assistance, please send mail to postmaster.

If you do so, please include this problem report. You can delete your own text from the attached returned message.

The mail system

<angela.bassi@coretechintl.com>: host
coretechintl-com.mail.protection.outlook.com[52.101.42.14] said: 550 5.4.1
Recipient address rejected: Access denied.
[MWH0EPF000A6730.namprd04.prod.outlook.com 2024-12-23T05:26:33.740Z
08DD2208ADE64ED] (in reply to RCPT TO command)

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

From : Steven P. Muna <spmuna01@portofguam.com>

Mon, Dec 23, 2024 03:26 PM

Subject : IFB 024-004 WH1 Maintenance Project Amendment No 1

1 attachment

To : Annie <algsablan@portofguam.com>, Mark A. Cabrera <macabrera@portofguam.com>, Pia A. Castro <pacaastro@portofguam.com>, pagprocurement@portofguam.com

Cc : Jimmy P. Dacasin <jpdacasin@portofguam.com>, Irema C. Gutierrez <logutierrez@portofguam.com>, Clarence Lagutang <cclagutang@portofguam.com>, Katrina A. Messer <kamesser@portofguam.com>, Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>

Hafa Adai Bidders,

Please see the attached Amendment No 1 for the above subject IFB project. Please acknowledge by signing and returning via email to the emails listed above.

*** PLEASE NOTE...A SECOND SITE VISIT SCHEDULED FOR TUESDAY, JANUARY 7, 2025, AT 10:00AM. PLEASE ADHERE TO THE INSTRUCTIONS IN THE ATTACHED AMENDMENT.

SHOULD YOU HAVE ANY QUESTION REGARDING THE SITE VISIT REQUIREMENTS, PLEASE FEEL FREE TO CONTACT ME AT THE INFORMATION PROVIDED BELOW.


Thank you, have a good day and Merry Christmas to all.

—
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7728
email: spmuna01@portofguam.com

— IFB 024-004 Amendment No 1.pdf
28 KB [View](#) [Download](#)

IFB 024-004 WH1 Maintenance Project Amendment No 1

From : Steven P. Muna <spmuna01@portofguam.com> Mon, Dec 23, 2024 03:35 PM
Subject : IFB 024-004 WH1 Maintenance Project Amendment No 1  1 attachment
To : GuamWEBZ WebCare <webcare@guamwebz.com>, clientcare <clientcare@guamwebz.com>
Cc : Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, Mark A. Cabrera <macabrera@portofguam.com>, PAG Procurement <pagprocurement@portofguam.com>

Hafa Adai GuamWEBZ,

Please post the attached Amendment No 1 to the corresponding project on our website please.

Thank you, have a wonderful day and Merry Christmas to all.

--
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **IFB 024-004 Amendment No 1.pdf**
28 KB

Re: IFB 024-004 WH1 Maintenance Project

From : GuamWEBZ WebCare <webcare@guamwebz.com>
Subject : Re: IFB 024-004 WH1 Maintenance Project
To : Steven P. Muna <spmuna01@portofguam.com>
Cc : Annie <algsablan@portofguam.com>, Pia A. Castro <pacastr@portofguam.com>, Mark A. Cabrera <macabrera@portofguam.com>

Fri, Dec 27, 2024 05:23 PM

Hi Steven,

This is done.

Regards,
Rocky

Happy Holidayz!

Please take note of our special Holidays schedule...some services may not be available on specific dates...

Starting December 23 - through Christmas Day and December 30 - through New Year's Day...

***Please plan your requests accordingly**

- View GuamWEBZ Holiday schedule here: <https://guamwebz.com/services-holidays-schedule>
- Content Updating and/or Posting Services will not be available on specific dates.
- Admin will be closed.
- Technical Support will be available as usual.
- Websites, Apps, Systems, Email, Hosting, etc., will remain online as usual.
- Security Protocols, Tracking, Monitoring, etc. will continue working as usual.

Questions? Please email holidays@guamwebz.com.

GuamWEBZ WebCare Team

For all your Web Updates and Support:
webcare@guamwebz.com

Sender's Note: This email and its content, including attachments, may have been prepared and/or sent by another member from our team on behalf of the person(s) named in this email, such as by a colleague/other team member, usually done so to expedite communication and/or in the spirit of sharing resources to get the task completed. We may use AI applications in certain instances to improve communication and quality control.

On Fri, Dec 27, 2024 at 2:28 PM Steven P. Muna <spmuna01@portofguam.com> wrote:
Hafa Adai Guam WEBZ,

Please upload to our Port website as an attachment /notice to the above subject IFB project.

Thank you and have a great weekend.

—
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

FW: NOA IFB 024-004 WH1

From : Ed Salvador <esalvador@tridoncorp.com>

Fri, Feb 28, 2025 09:08 AM

Subject : FW: NOA IFB 024-004 WH1 1 attachment**To :** 'spmuna01' <spmuna01@portofguam.com>**Cc :** algsablan@portofguam.com, 'Pia A. Castro' <pacastro@portofguam.com>, gmiyanagi@tridoncorp.com

Hi Sir,

Acknowledging Receipt.

Thank you and Regards

Ed SalvadorTridon Corporation
P.O. Box GMF, Barrigada, Guam 96921
Tel: (671) 646-0864 | Fax: (671) 646-0866
Cell: (671) 797-2972

From: Steven P. Muna <spmuna01@portofguam.com>**Sent:** Wednesday, February 26, 2025 11:09 AM**To:** gmiyanagi@tridoncorp.com**Cc:** Annie <algsablan@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>**Subject:** NOA IFB 024-004 WH1

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

~

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **noa wh1 tridon.pdf**
60 KB

From : Steven P. Muna <spmuna01@portofguam.com>

Wed, Feb 26, 2025 11:08 AM

Subject : NOA IFB 024-004 WH1 2 attachments**To :** gmiyanagi@tridoncorp.com**Cc :** Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

~

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **abstract.pdf**
161 KB

RE: NOA IFB-024-004 WH1**From :** Robert Marzan <rmarzan@bmesons.com>

Wed, Feb 26, 2025 01:50 PM

Subject : RE: NOA IFB-024-004 WH1 1 attachment**To :** 'Steven P. Muna' <spmuna01@portofguam.com>**Cc :** 'Annie' <algsablan@portofguam.com>, 'Clarence Lagutang' <cvlagutang@portofguam.com>, 'Jerome C. Valdez' <jcvaldez@portofguam.com>, 'Jimmy P. Dacasin' <jpdacasin@portofguam.com>, 'Iremar C. Gutierrez' <icgutierrez01@portofguam.com>, 'Katrina A. Messer' <kamesser@portofguam.com>, 'Jared N. Perez' <jnperez@portofguam.com>, 'Allan Garcia' <allangarcia@bmesons.com>, 'dannyn@bmesons.com', 'Bernadette Maranan' <bernam@bmesons.com>, 'vanessaz@bmesons.com', 'Rai Galang' <raigalang@bmesons.com>

Sir,

We are sending herewith the signed copy of the **NOA**, for your records.

Thank you and regards,

ROBERT MARZAN, JR.Project Estimator
BME & Sons, Inc.

From: Steven P. Muna <spmuna01@portofguam.com>**Sent:** Wednesday, February 26, 2025 11:03 AM**To:** Robert Marzan <rmarzan@bmesons.com>**Cc:** Annie <algsablan@portofguam.com>; Clarence Lagutang <cvlagutang@portofguam.com>; Jerome C. Valdez <jcvaldez@portofguam.com>; Jimmy P. Dacasin <jpdacasin@portofguam.com>; Iremar C. Gutierrez <icgutierrez01@portofguam.com>; Katrina A. Messer <kamesser@portofguam.com>; Jared N. Perez <jnperez@portofguam.com>**Subject:** NOA IFB-024-004 WH1

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

— Notice of Award (1).pdf
53 KB

From : Steven P. Muna <spmuna01@portofguam.com>

Wed, Feb 26, 2025 11:02 AM

Subject : NOA IFB-024-004 WH1 1 attachment**To :** Robert Marzan <rmarzan@bmesons.com>**Cc :** Annie <algsablan@portofguam.com>, Clarence Lagutang <cvlagutang@portofguam.com>, Jerome C. Valdez <jcvaldez@portofguam.com>, Jimmy P. Dacasin <jpdacasin@portofguam.com>, Iremar C. Gutierrez <icgutierrez01@portofguam.com>, Katrina A. Messer <kamesser@portofguam.com>, Jared N. Perez <jnperez@portofguam.com>

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam

Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

— **noa wh1 bme.pdf**
31 KB

RE: IFB 024-004 WH1**From :** Tiffani Lee Cruz <leecruz@easternpacificec.com>

Wed, Feb 26, 2025 11:11 AM

Subject : RE: IFB 024-004 WH1

2 attachments

To : Steven P. Muna <spmuna01@portofguam.com>**Cc :** Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, Philip Park <philip.park@easternpacificec.com>

Good morning Sir,

Please see attached acknowledgement for your coordination.

Best Regards,



From: Steven P. Muna <spmuna01@portofguam.com>**Sent:** Wednesday, February 26, 2025 11:06 AM**To:** Tiffani Lee Cruz <leecruz@easternpacificec.com>**CC:** Annie <algsablan@portofguam.com>; Pia A. Castro <pacastro@portofguam.com>**Subject:** IFB 024-004 WH1

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 noa wh1 epec.pdf
87 KB

From : Steven P. Muna <spmuna01@portofguam.com>

Wed, Feb 26, 2025 11:06 AM

Subject : IFB 024-004 WH1

2 attachments

To : leecruz <leecruz@easternpacificec.com>**Cc :** Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 abstract.pdf
161 KB

NOA IFB 024-004 WH1

From : Steven P. Muna <spmuna01@portofguam.com>

Wed, Feb 26, 2025 11:10 AM

Subject : NOA IFB 024-004 WH1

 2 attachments

To : perrybtaladoc <perrybtaladoc@gmail.com>

Cc : Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

—

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **abstract.pdf**

161 KB

 **noa wh1 aym.pdf**

29 KB

NOA IFB 024-004 WH1

From : Steven P. Muna <spmuna01@portofguam.com>

Wed, Feb 26, 2025 11:04 AM

Subject : NOA IFB 024-004 WH1

 2 attachments

To : engineers surfacesolutions <engineers.surfacesolutions@gmail.com>,
greengcommunityengineers <greengcommunityengineers@gmail.com>

Cc : Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>

Hafa Adai,

Please see attached document, please acknowledge by signing and returning via email.

Have a good day.

--

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7728
email: spmuna01@portofguam.com

 **abstract.pdf**
161 KB

 **noa surface solution wh1.pdf**
33 KB



INVITATION FOR BID (IFB) No. PAG-CIP-024-004
WAREHOUSE NO. 1 MAINTENANCE PROJECT

AMENDMENT No. 2
Date: January 7, 2025

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE AREA PROVIDED BELOW
AND RETURN A COPY TO PAG PROCUREMENT OFFICE:

Fax: (671) 472-1439 or Email: pagprocurement@portofguam.com, Annie L.G. Sablan
alsablan@portofguam.com, Steven Muna spmuna01@portofguam.com and Pia Castro
pcastro@portofguam.com.

NOTICE TO BIDDERS: The IFB documents of the above-referenced project are hereby AMENDED TO
INCLUDE the following as part of IFB documents:

1. Amendment to IFB 024-004. This Amendment No. 2 is hereby issued and establishes a date for
additional Questions and Concerns due to the 2nd site visit of the Warehouse No.1 roof top
inspection. The deadline for additional Questions and Concerns for the Warehouse No. 1 is
Friday, January 10, 2025 at 5:00pm CHamoru standard time (Guam Time).
*****NOTHING FOLLOWS*****

*** END OF AMENDMENT No. 2, ALL OTHERS REMAIN THE SAME ***

Issued by:

RORY J. RESPICIO
GENERAL MANAGER

Acknowledgement Receipt

COMPANY NAME: LME & SONS, INC.

AUTHORIZED SIGNATURE:

PRINT NAME: ROBERT MARZAN Date: 01/09/25 Time: 01:00 PM

RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

From : Robert Marzan <rmarzan@bmesons.com>
Subject : RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, pagprocurement@portofguam.com, 'Vanessa Zacarias' <vanessaz@bmesons.com>, 'Bernadette Maranan' <bernarn@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Allan Garcia' <allangarcia@bmesons.com>

Thu, Jan 30, 2025 02:30 PM

2 attachments

Hafa Adai!

We are sending herewith signed copy of Amendment No. 3 for your records.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Thursday, January 30, 2025 11:37 AM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project [referencing a change in submittal date.](#)

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

 **Asmendment No. 3.pdf**
62 KB

From : Gldget Figuracion <gigi@valconguam.com>
Subject : Re: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Pia A. Castro <pacastro@portofguam.com>
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com

Thu, Jan 30, 2025 01:52 PM

1 attachment

Hi Ms. Pia,
Confirming receipt.

Respectfully,
Gidget N. Figuracion
Office Engineer



Office No: 671-969-1259
Mobile No: 671-688-4561
Email: gigi@valconguam.com

On Thu, Jan 30, 2025 at 11:37 AM Pia A. Castro <pacastro@portofguam.com> wrote:
Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

From : Perry Taladoc <perrybtaladoc@gmail.com>
Subject : Re: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Steven P. Muna <spmuna01@portofguam.com>, Pia A. Castro
<pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Thu, Jan 30, 2025 12:35 PM

2 attachments

Steve,

Please see attached acknowledgement receipt copy from AYM International for your record/file.

Thank you,
Perry B. Taladoc
AYM International
671-988-9290

On Thu, Jan 30, 2025 at 12:15 PM Steven P. Muna <spmuna01@portofguam.com> wrote:
fyi

r, steven

From: "Pia A. Castro" <pacaastro@portofguam.com>
Cc: "spmuna01" <spmuna01@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>
Sent: Thursday, January 30, 2025 11:37:20 AM
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

—
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

— **Amendment 3 - WH1 Maintenance Project (Signed).pdf**
48 KB

From : Steven P. Muna <spmuna01@portofguam.com>
Subject : Fwd: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : perrybtaladoc@gmail.com

Thu, Jan 30, 2025 12:15 PM

2 attachments

fyi

r, steven

From: "Pia A. Castro" <pacaastro@portofguam.com>
Cc: "spmuna01" <spmuna01@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>
Sent: Thursday, January 30, 2025 11:37:20 AM
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

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Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

Amendment 3 - WH1 Maintenance Project.pdf
38 KB

From : Tiffani Lee Cruz <leecruz@easternpacific.com>
Subject : RE: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Pia A. Castro <pacastro@portofguam.com>
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com, Philip Park <philip.park@easternpacific.com>

Thu, Jan 30, 2025 11:54 AM

3 attachments

Good afternoon,

Received for record. Please see attached signed file for your coordination.

Best Regards,



From: Pia A. Castro <pacastro@portofguam.com>
Sent: Thursday, January 30, 2025 11:37 AM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Amendment 3 - WH1 Maintenance Project.pdf
96 KB

From : Pia A. Castro <pacastro@portofguam.com>
Subject : AMENDMENT 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com

Thu, Jan 30, 2025 11:37 AM

2 attachments

Hafa Adai,

Attached is **AMENDMENT No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project referencing a change in submittal date.

Please review, sign and return via email to acknowledge receipt.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

— **Amendment 3 - WH1 Maintenance Project.pdf**
38 KB

From : Ed Salvador <esalvador@tridoncorp.com>
Subject : RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, pagprocurement@portofguam.com

Thu, Jan 23, 2025 09:22 AM

3 attachments

Hi Pia,

Please see attached Addendum 2 and 3 Acknowledgement.

Regards

Ed Salvador

Tridon Corporation
P.O. Box 6MF, Barrigada, Guam 96921
Tel: (671) 646-0864 | Fax: (671) 646-0866
Cell: (671) 797-2972

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 22, 2025 2:41 PM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

— **Addendum 2 Acknowledgement.pdf**
37 KB

— **Addendum 3 Acknowledgement.pdf**
38 KB

From : Robert Marzan <rmarzan@bmesons.com>
Subject : RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : 'Pia A. Castro' <pacastro@portofguam.com>
Cc : 'spmuna01' <spmuna01@portofguam.com>, pagprocurement@portofguam.com, 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Mark Abarca' <marka@bmesons.com>

Wed, Jan 22, 2025 04:05 PM

2 attachments

Hafa Adai!

We are sending herewith signed copy of Addendum No. 3 for your records.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 22, 2025 2:41 PM
Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com
Subject: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
Importance: High

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

Addendum No. 3.pdf
119 KB

From : Tiffani Lee Cruz <leecruz@easternpacificcec.com>
Subject : RE: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project
To : Pia A. Castro <pacastro@portofguam.com>
Cc : spmuna01 <spmuna01@portofguam.com>, pagprocurement@portofguam.com, Philip Park <philip.park@easternpacificcec.com>

Wed, Jan 22, 2025 03:20 PM

6 attachments

Hi Pia,

Please see attached acknowledgement for your coordination.

Regards,

Ms. Lee Cruz

671-649-7945

671-483-9770

954 Army Drive Suite 102,
Barrigada Guam 96913

www.easternpacificcec.com



Together, We Make it Happen



Eastern Companies - Together, We Make It Happen,

Headquarters : <http://eccamerica.com>

3011 Sutton Gate Dr. Suite 250, Suwanee, GA 30024

Eastern Companies is your trusted partner for industrial and commercial construction, and renewable energy development. Delivering excellence in construction projects and sustainable energy solutions.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 22, 2025 2:41 PM

Cc: spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com

Subject: ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Importance: High

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO

Procurement Admin. Officer

Port of Guam, Jose D. Leon Guerrero Commercial Port

1026 Cabras Hwy., Ste. 201, PITI, GU 96915

Tel: 1-671-477-5931 Ext: 253

Addendum 3 - WH1 Maintenance Project.pdf

109 KB

From : Pia A. Castro <pacastro@portofguam.com>

Wed, Jan 22, 2025 02:41 PM

Subject : ADDENDUM 3 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

2 attachments

Cc : spmuna01 <spmuna01@portofguam.com>; pagprocurement@portofguam.com

Hafa Adai,

Please see attached **Addendum No. 3** for IFB-PAG-CIP-024-004 WH1 Maintenance Project. Please review, sign and return cover page via email.

Should you have any questions please feel free to contact me at the information provided below.

Thank you,

Pia



PIA A. CASTRO

Procurement Admin. Officer

Port of Guam, Jose D. Leon Guerrero Commercial Port

1026 Cabras Hwy., Ste. 201, PITI, GU 96915

Tel: 1-671-477-5931 Ext: 253

Addendum 3 - WH1 Maintenance Project.pdf

101 KB

Fwd: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj

From : Steven P. Muna <spmuna01@portofguam.com>
Subject : Fwd: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To : Clarence Lagutang <cvlagutang@portofguam.com>, Jimmy P. Dacasin
<jpdacasin@portofguam.com>, Iremar C. Gutierrez <icgutierrez01@portofguam.com>
Cc : Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>

Wed, Jan 29, 2025 03:49 PM

 1 attachment

Hafa Adai CIP

Please see email thread (not attachment) on the requested 1-week extension to WH1 bid opening. Please let me know what you think.

R, Steven

From: "Perry Taladoc" <perrybtaladoc@gmail.com>
To: "spmuna01" <spmuna01@portofguam.com>, "Pia A. Castro" <pacastro@portofguam.com>, "pagprocurement" <pagprocurement@portofguam.com>
Sent: Friday, January 24, 2025 5:25:13 PM
Subject: Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj

Hafa Adai,
Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, if possible we would like to request a 1-week extension (from Jan31,2025 - Feb7, 2025) for bid submission as some vendors were delayed on their price quotations due to changes in the US requirements and the incoming Chinese new year.

Thanks and regards,
Perry

On Tue, Dec 31, 2024 at 11:14AM Perry Taladoc <perrybtaladoc@gmail.com> wrote:

Hafa Adai,
Please see attached signed acknowledgement copy from AYM International for your record/file.

Happy New Year!

Thanks and regards,
Perry

On Wed, Dec 18, 2024 at 12:29 PM Perry Taladoc <perrybtaladoc@gmail.com> wrote:

Hafa Adai,
AYM International would like to request to extend the bid opening for 2-weeks due to some delays in materials quotation due to the coming holidays.

Thank you very much for your kind consideration.

Happy Holidays,
Perry B. Taladoc
AYM International

On Thursday, December 12, 2024, Perry Taladoc <perrybtaladoc@gmail.com> wrote:

Hafa Adai,
Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, kindly check if Mr. Edwin Acian from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

—
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

 **ifb_pag_cip_024_004_amendment_2.pdf**
35 KB

From : Perry Taladoc <perrybtaladoc@gmail.com>
Subject : Fwd: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To : spmuna01 <spmuna01@portofguam.com>
Cc : Perry Taladoc <ptaladoc@yahoo.com>

Wed, Jan 29, 2025 01:44 PM

 2 attachments

Steve,

Resend. FYI/File.

Thanks,

Perry

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

From: **Perry Taladoc** <perrybtaladoc@gmail.com>
Date: Tue, Dec 31, 2024 at 11:14 AM
Subject: Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To: spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Hafa Adai,

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Happy New Year!

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Perry

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Hafa Adai,

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Happy Holidays,
Perry B. Taladoc
AYM International


On Thursday, December 12, 2024, Perry Taladoc <perrybtaladoc@gmail.com> wrote:
Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

 **ifb_024-004_amendment_no_1.pdf**
38 KB

 **addendum_no_2_12_27_2024.pdf**
109 KB

From : Perry Taladoc <perrybtaladoc@gmail.com>
Subject : Fwd: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To : spmuna01 <spmuna01@portofguam.com>
Cc : Perry Taladoc <ptaladoc@yahoo.com>

Wed, Jan 29, 2025 01:36 PM

 1 attachment

Steve,

Resend. FYI/File

Thanks,
Perry

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

From: **Perry Taladoc** <perrybtaladoc@gmail.com>
Date: Thu, Dec 12, 2024 at 10:07 AM
Subject: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To: spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

 **addendum_1_-_wh1_maintenance_proj (S).pdf**
269 KB

From : Perry Taladoc <perrybtaladoc@gmail.com>
Subject : Fwd: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To : spmuna01 <spmuna01@portofguam.com>
Cc : Perry Taladoc <ptaladoc@yahoo.com>

Wed, Jan 29, 2025 01:35 PM

 1 attachment

Steve,

Resend. Request for extension.

Thanks,
Perry

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

From: Perry Taladoc <perrybtaladoc@gmail.com>
Date: Fri, Jan 24, 2025 at 5:25 PM
Subject: Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To: spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, if possible we would like to request a 1-week extension (from Jan31,2025 - Feb7, 2025) for bid submission as some vendors were delayed on their price quotations due to changes in the US requirements and the incoming Chinese new year.

Thanks and regards,
Perry

 **ifb_pag_cip_024_004_amendment_2.pdf**
35 KB

From : Perry Taladoc <perrybtaladoc@gmail.com>
Subject : Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Fri, Jan 24, 2025 05:25 PM

 1 attachment

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

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Happy New Year!

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Perry

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Hafa Adai,

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Happy Holidays,
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Perry

 **ifb_pag_cip_024_004_amendment_2.pdf**
35 KB

From : Perry Taladoc <perrybtaladoc@gmail.com> Tue, Dec 31, 2024 11:14 AM
Subject : Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj  2 attachments
To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Happy New Year!

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Perry

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Happy Holidays,
Perry B. Taladoc
AYM International


On Thursday, December 12, 2024, Perry Taladoc <perrybtaladoc@gmail.com> wrote:
Hafa Adai,

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Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

 **ifb_024-004_amendment_no_1.pdf**
38 KB

 **addendum_no_2_12_27_2024.pdf**
109 KB

From : Perry Taladoc <perrybtaladoc@gmail.com> Wed, Dec 18, 2024 12:29 PM
Subject : Re: IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj
To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>, pagprocurement <pagprocurement@portofguam.com>

Hafa Adai,

AYM International would like to request to extend the bid opening for 2-weeks due to some delays in materials quotation due to the coming holidays.

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Happy Holidays,
Perry B. Taladoc
AYM International

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Hafa Adai,

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Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

From : Perry Taladoc <perrybtaladoc@gmail.com> Thu, Dec 12, 2024 10:07 AM
Subject : IFB-PAG-CIP-024-004 addendum_1_-_wh1_maintenance_proj 📎 1 attachment
To : spmuna01 <spmuna01@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>,
pagprocurement <pagprocurement@portofguam.com>

Hafa Adai,

Please see attached signed acknowledgement copy from AYM International for your record/file.

Also, kindly check if Mr. Edwin Aclan from Top Builders is in attendance for both pre-bid and site visit as his name appears in the amendment.

Thanks and regards,
Perry

— addendum_1_-_wh1_maintenance_proj (S).pdf
269 KB

Fwd: REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project

From : Steven P. Muna <spmuna01@portofguam.com>
Subject : Fwd: REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project

Wed, Jan 15, 2025 04:24 PM

1 attachment

To : Clarence Lagutang <cvlagutang@portofguam.com>, Katrina A. Messer
<kamesser@portofguam.com>, Jacob B. Aquiningoc <jbaquiningoc@portofguam.com>,
Jimmy P. Dacasin <jpdacasin@portofguam.com>, Iremar C. Gutierrez
<icgutierrez@portofguam.com>, Jerome C. Valdez <jcvaldez@portofguam.com>

Cc : Annie <algsablan@portofguam.com>, Pia A. Castro <pacastro@portofguam.com>

Hafa Adai CIP,

Please see the questions that came in form the 2nd site visit for WH1 project IFB-024-004.

Please answer as soon as possible as our bid opening is set for Jan 31, 2025.

Thank you, Steven

From: "Annie" <algsablan@portofguam.com>
To: "Steven P. Muna" <spmuna01@portofguam.com>
Sent: Wednesday, January 15, 2025 4:21:02 PM
Subject: Fwd: REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project

From: "Robert Marzan" <rmarzan@bmesons.com>
To: "pagprocurement" <pagprocurement@portofguam.com>, "Rory J. Respicio" <rjrespicio@portofguam.com>, "Annie Sablan" <algsablan@portofguam.com>, "Steven Muna" <spmuna01@portofguam.com>, "Pia Castro" <pacastro@portofguam.com>
Cc: "Allan Garcia" <allangarcia@bmesons.com>, "Danny Natividad" <dannyn@bmesons.com>, "Mark Abarca" <marka@bmesons.com>, "Jade Arguelles" <jarguelles@bmesons.com>
Sent: Friday, January 10, 2025 10:58:45 AM
Subject: REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project

Hafa Adai!

We are submitting herewith the RFI for the Warehouse No.1 Maintenance Project for your appropriate action.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

--
Respectfully,

Steven P. Muna
ATOSSCOM Secretary
Port Authority of Guam
Procurement and Supply Division
W. 671-477-5931/2 ext.251
C. 671-888-7726
email: spmuna01@portofguam.com

— **RFI_PAG_Warehouse_1.pdf**
86 KB

From : Annie LG. Sablan <algsablan@portofguam.com>
Subject : Fwd: REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project
To : Steven P. Muna <spmuna01@portofguam.com>

Wed, Jan 15, 2025 04:21 PM

1 attachment

From: "Robert Marzan" <rmarzan@bmesons.com>
To: "pagprocurement" <pagprocurement@portofguam.com>, "Rory J. Respicio" <rjrespicio@portofguam.com>, "Annie Sablan"

<algsablan@portofguam.com>, "Steven Muna" <spmuna01@portofguam.com>, "Pla Castro" <pacastro@portofguam.com>
Cc: "Allan Garcia" <allangarcia@bmesons.com>, "Danny Natividad" <dannyn@bmesons.com>, "Mark Abarca"
<marka@bmesons.com>, "Jade Arguelles" <jarguelles@bmesons.com>
Sent: Friday, January 10, 2025 10:58:45 AM
Subject: REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project

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Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

— **RFI_PAG_Warehouse_1.pdf**
86 KB

From : Robert Marzan <rmarzan@bmesons.com> Fri, Jan 10, 2025 10:58 AM
Subject : REQUEST FOR INFORMATION - Warehouse No. 1 Maintenance Project 1 attachment
To : pagprocurement@portofguam.com, 'Rory J. Respicio' <rjrespicio@portofguam.com>, 'Annie Sablan' <algsablan@portofguam.com>, 'Steven P. Muna' <spmuna01@portofguam.com>, 'Pla A. Castro' <pacastro@portofguam.com>
Cc : 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>, 'Mark Abarca' <marka@bmesons.com>, 'Jade Arguelles' <jarguelles@bmesons.com>

Hafa Adai!

We are submitting herewith the RFI for the Warehouse No.1 Maintenance Project for your appropriate action.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

— **RFI_PAG_Warehouse_1.pdf**
86 KB

RE: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.

From : Robert Marzan <rmarzan@bmesons.com>
Subject : RE: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
To : 'Pia A. Castro' <pacastro@portofguam.com>, 'Annie Sablan' <algsablan@portofguam.com>, 'Steven P. Muna' <spmuna01@portofguam.com>, pagprocurement@portofguam.com
Cc : 'Allan Garcia' <allangarcia@bmesons.com>, 'Danny Natividad' <dannyn@bmesons.com>

Thu, Jan 09, 2025 01:18 PM

2 attachments

Hafa Adai!

We are sending herewith signed copy of Amendment No. 2 for your records.

Thank you and regards,

ROBERT MARZAN, JR.
Project Estimator
BME & Sons, Inc.

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 8, 2025 11:53 AM
Cc: pagprocurement@portofguam.com
Subject: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Importance: High

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.
Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253

— **Amendment No. 2.pdf**
52 KB

From : Tiffani Lee Cruz <leecruz@easternpacificcec.com>
Subject : RE: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
To : Pia A. Castro <pacastro@portofguam.com>
Cc : pagprocurement@portofguam.com, Philip Park <philip.park@easternpacificcec.com>

Wed, Jan 08, 2025 03:18 PM

5 attachments

Hi Pia,

Please see attached signed Amd 02 for your coordination.

Regards,

Ms. Lee Cruz

671-649-7945

671-483-9770

954 Army Drive Suite 102, Barrigada Guam 96913

www.easternpacificcec.com<http://eccamerica.com>**Together, We Make it Happen**

From: Pia A. Castro <pacastro@portofguam.com>
Sent: Wednesday, January 8, 2025 11:53 AM
Cc: pagprocurement@portofguam.com

Subject: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project

Importance: High

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.

Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,

Pia



PIA A. CASTRO

Procurement Admin. Officer

Port of Guam, Jose D. Leon Guerrero Commercial Port

1026 Cabras Hwy., Ste. 201, PITI, GU 96915

Tel: 1-671-477-5931 Ext: 253

 **Amendment 2-Signed.pdf**

83 KB

From : Kit Casin <kit.casin@jjglobal.services>

Wed, Jan 08, 2025 02:52 PM

Subject : Re: Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.

 2 attachments

To : Pia A. Castro <pacastro@portofguam.com>

Cc : pagprocurement@portofguam.com, Luis Bustamante <luis.bustamante@jjglobal.services>, Nathan Salera <mktg01pi@jjglobal.services>

Dear Pia,

Thank you for providing **Amendment 2** (Q&C deadline for the 2nd Site Visit held on 01/07/2025) for **IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project**.

Please find the signed acknowledgment document attached for your records.

Should you need any additional information or further assistance, please do not hesitate to contact

Thank you

Best Regards,

Kit Casin

AGM / Executive Secretary

Office no. (671)632-1179

Cell no. (671) 482-9485

-CONFIDENTIALITY NOTICE-

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If you have received this transmission in error, please notify the sender immediately and destroy this transmission along with its contents, and delete from your system, if applicable.

On Wed, Jan 8, 2025 at 11:53 AM Pia A. Castro <pacastro@portofguam.com> wrote:

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.

Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,

Pia



PIA A. CASTRO

Procurement Admin. Officer

Port of Guam, Jose D. Leon Guerrero Commercial Port

1026 Cabras Hwy., Ste. 201, PITI, GU 96915

Tel: 1-671-477-5931 Ext: 253

 **Port of Guam - Amendments 2 after 2nd site visit.pdf**
296 KB

From : Pia A. Castro <pacastro@portofguam.com>
Subject : Amendment 2 - IFB-PAG-CIP-024-004 WH1 Maintenance Project.
Cc : pagprocurement@portofguam.com

Wed, Jan 08, 2025 11:53 AM

 2 attachments

Good afternoon,

Attached for your acknowledgement is **AMENDMENT 2** (Q&C deadline for 2nd Site Visit held on 01/07/2025) for IFB-PAG-CIP-024-004 Warehouse 1 Maintenance Project.

Please sign to acknowledge the document in the area indicated and return copy to me for our files.

Thank you,
Pia



PIA A. CASTRO
Procurement Admin. Officer
Port of Guam, Jose D. Leon Guerrero Commercial Port
1026 Cabras Hwy., Ste. 201, PITI, GU 96915
Tel: 1-671-477-5931 Ext: 253



ZcoSignatureImage_pia castro_image001.jpg
3 KB

 **Amendment 2.pdf**
26 KB
