

# **Exhibit 7**



Nerissa Bretania Underwood, Ph.D  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
Manuel F.L. Guerrero / Administration Building  
2<sup>nd</sup> Floor, Suite B-202  
Hagatna, Guam 96932  
Telephone: (671) 300-1581 Fax: (671) 472-5001



Marcus Y. Pido  
Supply Management Administrator

AMENDMENT NO. 1

July 13, 2011

**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

**Page 2, Section 1.1**

**FROM:**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, July 18, 2011	MANDATORY Pre Bid Conference	3:00pm

**TO:**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Monday, July 18, 2011	MANDATORY Pre Bid Conference	2:00pm

**Page 5, Section 2.3.1**

**FROM:**

The mandatory Pre-Bid Conference will be held at:  
TIME: 3:00 PM  
DATE: Monday, July 18, 2011  
LOCATION: GDOE Conference Room, 1st Floor

**TO:**

The mandatory Pre-Bid Conference will be held at:  
TIME: 2:00 PM  
DATE: Monday, July 18, 2011  
LOCATION: GDOE Conference Room, 1st Floor

**Page 5, Section 2.3.1**

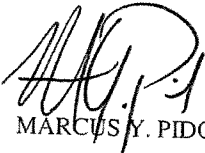
**FROM:**

The mandatory Site Visit will be held at:  
TIME: 9:00 AM  
DATE: Tuesday, July 26, 2011  
LOCATION: To Be Announced

**TO:**

The mandatory Site Visit will be held at:  
TIME: **9:00 AM**  
DATE: **Tuesday, July 26, 2011**  
MEETING PLACE: **Inarajan Middle School, Main Office**

All else remains same.



MARCUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date) (Time) AM/PM



Nerissa Bretania Underwood Ph.D.  
Superintendent of Education

# DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

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Marcus Y. Pido  
Supply Management Administrator

## AMENDMENT NO. 2

July 14, 2011

### Prospective Bidders:

Please refer to our Invitation for Bid No. GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern, a copy of which was issued to your company for consideration.

Please note that corrections and/or changes have been made to the specified sections of the original IFB as listed below. For your quick reference, changes are underlined.

#### 1. Page 3, Section 2.1.1 – PROJECT SCOPE

##### 2.1.1 – PROJECT SCOPE

This is a Construction project. This project is for the structural repairs and roof coating of the following schools:

H.S. Truman Elementary School;  
Inarajan Middle School;  
Oceanview Middle School; and,  
J.P. Torres Alternative School.

The Contractor will be responsible for removal of all debris and inoperable fixed assets from all roofs prior to structural repairs and roof coatings. The Contractor will be responsible for temporary, secured, on-site storage for inoperable fixed assets removed from the roofs, for up to thirty (30) calendar days. Once Guam Department of Education (GDOE) and/or General Services Agency (GSA) has had an opportunity to evaluate this equipment during the 30 day on-site storage period, the Contractor will be responsible for hauling the units off-site to either GSA for salvage or to a dump site for disposal. The Contractor will be responsible for all disposal fees, if disposal is in fact directed by GDOE.

The successful bidder will be responsible for **project management, structural repairs and installation of roof coating**, and **insuring that the improvements are made according to the architectural and engineering plans** outlined and attached as Appendix A. Further details are provided in Appendices B through G, which are in separate documents and may be found on the Office of Supply Management webpage on the GDOE website – <http://www.gdoe.net/procurement>. Bidders submitting bids in response to this IFB should submit a bid package that clearly specifies the bidder's or the bidding company's plan for completing the identified project within the timeframe set forth in Section 2.5.4.

#### 2. Page 6, Section 2.3.3 – ANSWERS TO WRITTEN QUESTIONS

##### 2.3.3 – ANSWERS TO WRITTEN QUESTIONS

Bidders submitting bids in response to this IFB should expect that answers to written questions will be prepared and posted to the GDOE's website or delivered via fax or electronic mail to prospective bidders within five (5) business days from the deadline the written questions are due. Please note that answers to written questions will be posted or provided in conjunction with the posting of the summary or minutes of the pre-bid

conference. The GDOE's website can be accessed at: <http://www.gdoe.net>.

**3. Page 8, Section 2.5.2 – COMPETENCY OF SUBCONTRACTORS**  
**2.5.2 – COMPETENCY OF SUBCONTRACTORS**

Bidders submitting bids in response to this IFB that will require the use of a subcontractor or multiple subcontractors should be advised that any person, firm, or other party to whom it proposes to award a subcontract under the Contract must be acceptable to the GDOE. Bidders are required to submit all of the information required in Section 2.4.1 of this IFB and this information must be fully submitted by the bidder in its sealed bid envelope.

Bidders are strongly encouraged to submit any additional information with the bid documents that demonstrates the subcontractor's technical expertise and overall capability to complete the work in a timely, professional manner according to the project scope and description contained in this IFB.

**4. Page 8, Section 2.5.4 – DELIVERY AND PERFORMANCE SCHEDULE**  
**2.5.4 – DELIVERY AND PERFORMANCE SCHEDULE**

The selected contractor shall commence work on or before the date specified in the notice to proceed. **The Project shall be completed within one hundred twenty (120) calendar days, complete and ready for use.** In the event the Contractor does not complete the Project within the time specified, liquidated damages will be assessed as stated in **Section 4.7 Contract Terms and Conditions.**

The selected contractor will not be allowed to work while school is in session without prior permission from GDOE Project Manager in writing. All work must commence after the school session has ended for the day. Work will be permitted any time on weekends, holidays and any weekdays that school is not in session. The Contractor will be responsible for returning the site to a clean, safe and secure condition before students arrive for the next scheduled school session.

**5. Page 9, Section 2.5.7 – BOND REQUIREMENTS AND PERFORMANCE GUARANTEES**  
**2.5.7 – BOND REQUIREMENTS AND PERFORMANCE GUARANTEES**

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total bid amount. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Such checks or bid bonds will be returned to all except the three lowest Bidders within ten (10) working days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after GDOE, pursuant to the Order of the United States District Court of Guam and the accepted Bidder have executed the Contract, or if no award has been made within 90 calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Should the successful Bidder fail or refuse to execute and deliver the Contract, performance and payment bond, insurance policies, Guam Contractor's license, and Guam Business license required within fifteen (15) calendar days after acceptance of his bid, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal, the security deposited with his bid. If a bid bond is used as Bid Security, the surety company executing the bid bond must appear on the U.S. Treasury's most current list Circular 570 and be authorized to transact business on Guam.

**2.5.7.1 – BID SECURITY REQUIREMENTS FOR CONTRACT AMOUNTS IN EXCESS OF \$25,000**

Bidders submitting bids in response to a procurement that will result in a contract amount in excess of \$25,000.00 must meet the bid guarantee requirements stipulated within this section. If providing a surety bond for security, Bidders are required to complete the Bid

Bond Form in Section 5 labeled as "GDOE Procurement Form 001". Bidders choosing to provide a cashier's check, certified check, or letter of credit are not required to submit "GDOE Procurement Form 001" but should provide the cashier's check, certified check, or letter of credit and a copy of same attached to its bid submission in lieu of "GDOE Procurement Form 001".

#### **2.5.7.2 – BID GUARANTEE REQUIREMENT**

Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. For detailed information on bonding matters, contact the Department of Revenue and Taxation. (GPR Section 3-202.03.3)

#### **2.5.7.3 – PERFORMANCE BOND REQUIREMENT**

Bidder will be required to furnish a Performance Bond on either a Government Standard Form PB-1, standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local Banks or Bonding Institution in the amount equal to one hundred percent (100%) of the contract price as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the Contractor, the Supply Management Administrator shall serve written notice upon both the Contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within fourteen (14) days of such notice the contract shall cease and terminate upon the expiration of the fourteen (14) days. In the event of such termination, the Supply Management Administrator shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within fourteen (14) days from the date of the mailing of notice of termination. The Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GDOEPR Section 3.9.3.4.)

#### **2.5.7.4 – PERFORMANCE GUARANTEE**

Bidders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government. In addition, the Government will hold the Vendor liable and will enforce the requirements of the "Liquidated Damages" permissions of the Guam Administrative Regulations.

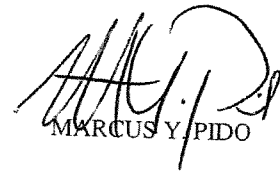
**2.5.7.5 – SURETY BONDS**

Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

**6. Page 17, Section 4.6 – TERMINATION FOR DEFAULT, FOR NONPERFORMANCE, OR DELAY; DAMAGES FOR DELAY; AND TIME EXTENSIONS**

The title to this section of the original IFB was incorrectly listed as "TERM FOR DEFAULT, FOR NONPERFORMANCE, OR DELAY; DAMAGES FOR DELAY AND TIME EXTENSIONS".  
The title of this section should be "TERMINATION FOR DEFAULT, FOR NONPERFORMANCE, OR DELAY; DAMAGES FOR DELAY AND TIME EXTENSIONS".

All else remains same.



MARCUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date) (Time) AM/PM



Nerissa Bretania Underwood, Ph.D.  
Superintendent of Education

# DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)

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Telephone: (671) 300-1581 Fax: (671) 472-5001



Marcus Y. Pido  
Supply Management Administrator

AMENDMENT NO. 3

July 14, 2011

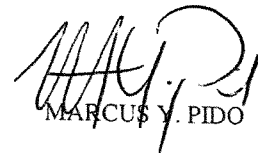
**Prospective Bidders:**

Please refer to our Invitation for Bid No. **GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern**, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains same.

  
MARCUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date) (Time) AM/PM



**IFB 039-2011 Structural Repairs and Roof Coating – Southern  
Bid Cost Form (Revised)**

**Intent:** The intent of this IFB is to repair structural deficiencies and provide a waterproof and reflective roof coating to obtain a safe and comfortable learning environment.

School	Scope of Work	Lump Sum Offer
1 H.S. Truman Elem	Structural Repairs and Roof Repair & Coatings	\$ _____
2 J.P. Torres Alternative	Structural Repairs and Roof Repair & Coatings	\$ _____
3 O. nview Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
4 Ina .ajan Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
<b>Total:</b>		\$ _____

Plans, Drawings and specifications will be the basis of all offers provided. Bidders shall carefully review all plans and specifications of each respective school. Reference IFB 039-2011 Southern Schools Plans & Specifications. Bidder must breakdown offer below to support the "Lump Sum Offer".

**Roof Application (as per plans and specifications)**

Description	Cost	Measurement
Roof Coating for Concrete	\$ _____	/SF
Roof Coating for Metal	\$ _____	/SF

**Structural (as per plans and specifications)**

Description	Cost	Measurement
F Crack Repair	\$ _____	/LF
Ceiling Crack Repair	\$ _____	/LF
Ceiling Spall Repair	\$ _____	/SF
Beam to Roof/Ceiling Crack Repair	\$ _____	/LF
Wall Crack Repair	\$ _____	/LF
Wall to Ceiling Joint Crack Repair	\$ _____	/LF
Wall Spall Repair	\$ _____	/SF
Beam to Wall Joint Crack Repair	\$ _____	/LF
Column to Wall Joint Crack Repair	\$ _____	/LF
Beam Crack Repair	\$ _____	/LF
Column Crack Repair	\$ _____	/LF
Slab Joint Crack Repair	\$ _____	/LF

**Removal of Roof Top Fixed Assets (as per plans and specifications)**

Description	Cost	Measurement
Removal, Staging and Transporting of all inoperable fixed assets	\$ _____	Lump Sum
Disposal Fee of all inoperable fixed assets	\$ _____	Lump Sum



**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**



Taling M. Taitano  
Interim Superintendent of Education

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Telephone: (671) 300-1580 Fax: (671) 472-5001  
Email: [mypido@gdoe.net](mailto:mypido@gdoe.net)

Marcus Y. Pido  
Supply Management, Administration

August 08, 2011

AMENDMENT NO. 4

**Prospective Bidders:**

Please refer to our Invitation for Bid No. **GDOE IFB 039-2011, Structural Repairs and Roof Coating - Southern** a copy of which was issued to your company for your consideration.

Please make the necessary change(s) as specified below:

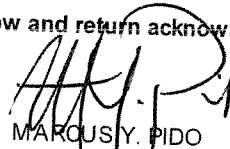
**Extension of Bid Submittal:**

**From:** Wednesday August 17, 2011 at 10 AM

**To:** Friday, September 23, 2011 at 10 AM

All else remains the same.

**Please acknowledge receipt of this document by signing below and return acknowledgment via fax: (671) 472-5001.**

  
MARCUS Y. PIDO

**Acknowledge Receipt**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_ AM/PM  
(Date) (Time)



**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**



Taling M. Taitano  
Interim Superintendent of Education

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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)

Marcus Y. Pido  
Supply Management, Administra

September 13, 2011

AMENDMENT NO. 5

**Prospective Bidders:**

Please refer to our Invitation for Bid No. **GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern** a copy of which was issued to your company for your consideration.

Please make the necessary change(s) as specified below:

**Extension of Bid Submittal:**

**From:** Friday, September 23, 2011 at 10:00 AM

**To:** Friday, September 30, 2011 at 10:00 AM

**Extension of Deadline to Submit Questions:**

**To:** Thursday, September 15, 2011 at 5:00 PM

All else remains the same.

Please acknowledge receipt of this document by signing below and return acknowledgment via fax: (671) 472-5001.

  
MARCUS Y. PIDO

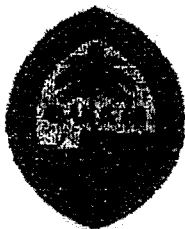
**Acknowledge Receipt**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date) (Time) AM/PM



Taling M. Taitano  
Interim Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

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Hagatna, Guam 96932  
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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



Marcus Y. Pido  
Supply Management Administrator

**AMENDMENT No. 6**

September 16, 2011

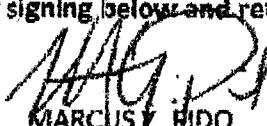
**Prospective Bidders:**

Please refer to our Invitation for Bid No. <sup>039</sup> GDOE IFB 036-2011, Structural Repairs and Roof Coating – South, a copy of which was issued to your company for consideration.

The questions on the attachment have been submitted by potential bidders and in the spirit of clarity a copy of those questions and the answers thereto are provided for your review and reference as attachment "Amendment 6 - IFB 035 thru 039-2011 Structural Repairs and Roof Coating."

All else remains the same.

Please acknowledge receipt of this document by signing below and return acknowledgment via fax: (671) 472-5001.

  
MARCUS Y. PIDO

**Acknowledge Receipt**

HONG YUN SUN



Taling M. Taitano  
Interim Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

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Marcus Y. Pido  
Supply Management Administrator

**AMENDMENT No. 7**

September 20, 2011

**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern, a copy of which was issued to your company for consideration.

Please note that corrections and/or changes have been made to the specified sections of the original IFB as listed below. For your quick reference, changes are underlined.

**1. Page 8, Section 2.5.4 – DELIVERY AND PERFORMANCE SCHEDULE**

**2.5.4 – DELIVERY AND PERFORMANCE SCHEDULE**

The selected contractor shall commence work on or before the date specified in the notice to proceed. The Project shall be completed within one hundred sixty (160) calendar days, complete and ready to use. In the event the Contractor does not complete the Project within the time specified, liquidated damages will be assessed as stated in Section 4.7 Contract Terms and Conditions.

The selected contractor will not be allowed to work while school is in session without prior permission from GDOE Project Manager in writing. All work must commence after the school session has ended for the day. Work will be permitted any time on weekends, holidays and any weekday that school is not in session. The Contractor will be responsible for returning the site to a clean, safe and secure condition before students arrive for the next scheduled school session.

**2. Page 8, Section 2.5.5 – NOTICE OF PAYMENTS BY INSTALLMENTS**

**2.5.5 – NOTICE OF PAYMENTS BY INSTALLMENTS**

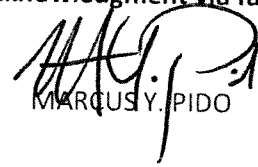
Bidders submitting bids in response to this IFB should be aware that payments for goods and/or services procured through this IFB will be made by installment as the work progresses. Payment will be made based on monthly Payment Application and percentage of work complete according to a Schedule of Values approved by the GDOE Project Manager.

**3. Appendix H – BID COST FORM**

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains the same.

Please acknowledge receipt of this document by signing below and return acknowledgment via fax: (671) 472-5001.



MARCUS Y. PIDO

**Acknowledge Receipt**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_ AM/PM  
(Date) (Time)



Taling M. Taitano  
Interim Superintendent of Education

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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



Marcus Y. Pido  
Supply Management Administrator

**AMENDMENT No. 8**

September 23, 2011

**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern, a copy of which was issued to your company for consideration.

Please make the necessary change(s) as specified below:

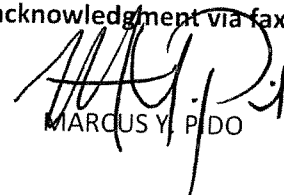
**Extension of Bid Submittal:**

**From:** Friday, September 30, 2011 at 10:00 AM

**To:** Friday, October 7, 2011 at 10:00 AM

All else remains the same.

Please acknowledge receipt of this document by signing below and return acknowledgment via fax: (671) 472-5001.

  
MARCUS Y. PIDO

**Acknowledge Receipt**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_ AM/PM  
(Date) (Time)



Taling M. Taitano  
Interim Superintendent of Education

**DEPARTMENT OF EDUCATION  
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Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



Marcus Y. Pido  
Supply Management Administrator

**AMENDMENT No. 9**

September 28, 2011

**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern, a copy of which was issued to your company for consideration.

Please make the necessary change(s) as specified below:

**1. Add the following to IFB Section 2.5.7 – BOND REQUIREMENTS AND PERFORMANCE GUARANTEES**

**2.5.7.6 – LABOR AND MATERIAL PAYMENT BOND REQUIREMENT**

A payment bond satisfactory to the Department, executed by a surety company authorized to do business in this territory or otherwise secured in a manner satisfactory to the Department is required for all construction contracts in excess of twenty-five thousand dollars (\$25,000), in the amount of one hundred percent (100%) of the contract price. The payment bond shall be delivered by the contractor to the Department at the same time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest bidder in accordance with Section 3.9.14.22. (Bid Evaluation and Award, Responsibility and Responsiveness) of these Regulations.

**§5.3.2. PAYMENT BONDS (GSA Section 5-302.02)**

**§5.3.2.1. GENERAL** (GSA Section 5-302.02.1): A payment bond satisfactory to the Department, executed by a surety company authorized to do business in this territory or otherwise secured in a manner satisfactory to the Department is required for all construction contracts in excess of twenty-five thousand dollars (\$25,000), in the amount of one hundred percent (100%) of the contract price. The payment bond shall be delivered by the contractor to the Department at the same time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest bidder in accordance with Section



3.9.14.22. (Bid Evaluation and Award, Responsibility and Responsiveness) of these Regulations.

**§5.3.2.2. PURPOSE** (GSA Section 5-302.02.2): A payment bond guarantees payment and protection those furnishing labor and materials to the contactor or its subcontractors for the work bonded.

**§5.3.2.3. REDUCTION OF AMOUNT PRIOR TO SOLICITATION** (GSA Section 5-302.02.3): Prior to solicitation the Superintendent of Education may reduce the amount of the payment bond to not less than fifty percent (50%) of the contract price if a written determination is made that it is in the best interest of the Department to do so. Factors to be considered in order to make such a determination include, but not limited to:

1. The value and number of subcontracts to be awarded by the contractor; and
2. The value of the contract.

**§5.3.2.4. REDUCTION OF AMOUNT DURING PERFORMANCE:** During performance, the Superintendent of Education may reduce the required coverage of payment bond as payments are made by the contractor.

**§5.3.2.5. SUITS ON PAYMENT BONDS. RIGHT TO INSTITUTE** (GCA Section 5304(d)): Every person who has furnished labor or material to the contractor or its subcontractors for the work provided in the contract, under which a payment bond is furnished under this section, and who has not been paid in full at the end of ninety (90) working days after the date on which the last of the labor was done or performed or material was furnished or supplied, shall have the right to sue on the payment bond for the amount unpaid at the time of institution of such suit.

Any person having a direct contractual relationship with a subcontractor of the contractor, but no contractual relationship express or implied with the contractor furnishing said payment bond, shall have the right to sue upon giving written notice to the contractor within ninety (90) working days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating:

1. The amount claimed; and
2. The name of the party to whom the material was furnished or supplied or for who the labor was done or performed.

Such notice shall be delivered in person or sent by registered or certified mail postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts its office.

**§5.3.2.6. SUITS ON PAYMENT BONDS, WHERE AND WHEN BROUGHT** (GCA Section 5304(e)). Suits instituted upon a payment bond shall be brought in the Superior Court. The suit must be instituted within one (1) year after the day on which the last of the labor was performed or material was supplied by the person bringing suit.

2. Use the attached **LABOR AND MATERIAL PAYMENT BOND FORM (GDOE Procurement Form 003) and Bonding Instructions to Providers. THE BOND FORM SHALL BE SUBMITTED IN THE BID ENVELOPE.**
3. The following questions were submitted by a potential bidder and were not included in the questions and answers provided in Amendment 6:

7/25/11	WILCO Strategic Partners DV, LLC	035-2011 036-2011 037-2011 038-2011 039-2011	Can the Contractor work during school attendance hours provided there is minimal noise and dust control?	For clarification, any work that is <u>not</u> disruptive to the daily operation of the school, or <u>does not</u> impose a safety hazard to the staff and students (which may include, but is not limited to: roof coating, crack repair that does not require heavy equipment, and interior painting and crack repair in unoccupied spaces), may be executed during regular business hours, with written permission from the GDOE Project Manager. Work that <u>is</u> disruptive to the daily operation of the school, or <u>does</u> impose a safety hazard to the staff and students (which may include, but is not limited to: demolition, use of heavy equipment, and interior painting and crack repair in occupied spaces) will need to be executed outside of regular business hours (after the daily school session has ended, on weekends, on holidays, and on any other weekday that school is not in session).	T. Higuera, Sodexo PM
		035-2011 036-2011 037-2011 038-2011 039-2011	If asbestos is present can the contractor get a change order?	If asbestos mitigation is necessary, the awarded Contractor is entitled to a negotiated Change Order.	T. Higuera, Sodexo PM

035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	As indicated on the drawings sheet S-1.3 that show a note stating “all existing roof coating within the area to receive new coating shall be removed”, does this mean all the roofs have to be brought down to bare concrete by mechanically grinding and scraping?	The manufacturer warranty requires complete removal of any underlayment. Notwithstanding, bid complete removal and then the awarded contractor can have a roof manufacturer’s rep assess the underlayment and provide written documentation that it does not have to be removed prior to new roof coating application AND the contractor would owe GDOE a deduct for the demo not performed. This can all be handled after the award, so either way, the bid docs stand firm with complete removal.	T. Higuera, Sodexo PM
035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	As indicated on the drawings sheet S-1.3 detail 6A. Non-Reinforced at no crack areas. Does this mean that the contractor does not have to install the fabric mesh on the entire roof but the contractor does have to install fabric mesh at all penetrations, crack repairs, expansion joints, control joints, parapet walls, curbing at A.C. pads etc?	YES, fiber mesh will be used only at all penetrations, cracks, expansion joints, control joints, etc.	Coeval Design Partners
035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	Does the Contractor have to remove all non-working and abandoned A.C. units or just abandoned disconnected A.C. units?	Yes, the Contractor must remove all non-working and abandoned A.C. units from the roof.	T. Higuera, Sodexo PM
035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	Does the contractor have to properly disconnect the existing working units and install coating underneath the A.C. units while keeping the units running to keep the children cool? Then does the contractor reinstall AC unit in the same place?	Yes, the Contractor must properly disconnect the existing A.C. units to install coating underneath the units and reinstall the units in the same location. The Contractor must keep the units operational during regular school hours.	T. Higuera, Sodexo PM

<p>035- 2011 036- 2011 037- 2011 038- 2011 039- 2011</p>	<p>As indicated on the drawings sheet S-1-3 detail 6 A. Non-Reinforced at no crack areas. The contractor must install on bare concrete a base coat and a top coat. This detail seems a little incomplete. I understand that the contractor must first install a penetrating primer/sealer, 2 base coats at 12 mil each continuous fabric in between on the entire roof, 2 UV-ray resistant top coats at 10 mil each and a final UV ray resistant clear self-cleaning top coat? This is a 48 mil system with fabric/mesh for the entire roof surface. This I understand is necessary to obtain 15 year warranty.</p>	<p>This question becomes irrelevant as Amendment 6 resulted in the warranty period being changed to 10 years along with the corresponding specification "071353 - Elastomeric Sheet Waterproofing (rev 9-13-11 for 10-yr warranty)" which superseded warranty references in previously posted specifications in Sections: "071353 Elastomeric Acrylic sheet waterproofing" and "SECTION 07545 Concrete Roof Elastomeric Coating."</p>	<p>F. Moser DOE CIP PM</p>
<p>035- 2011 036- 2011 037- 2011 038- 2011 039- 2011</p>	<p>Does the contractor have to install the same complete roof coating on concrete walkway roofs in between and at the perimeter of the classrooms?</p>	<p>Provide a lump sum bid only for the roofs that are called out on the drawings and specifically state roof plan.</p>	<p>T. Higuera, Sodexo PM</p>
<p>035- 2011 036- 2011 037- 2011 038- 2011 039- 2011</p>	<p>Does the contractor have to install the same complete roof coating on sheet metal walkway roofs in between and at the perimeter of the classrooms?</p>	<p>Provide a lump sum bid only for the roofs that are called out on the drawings and specifically state roof plan.</p>	<p>T. Higuera, Sodexo PM</p>

		035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	Does the contractor have to repair all leaking condensation lines from A.C. units and route directly to roof drains so water does not drain on new coating?	Contractor will provide a base bid with no consideration for the leaking condensation lines from A.C. units. The A/E will verify the conditions during construction and a Change Order will be negotiated after a contract award based on a unit cost for the following conditions: <b>Condition 1</b> – Repair leaking condensation lines <b>Condition 2</b> – Replace condensation lines <b>Condition 3</b> – Re-route new and/or existing condensation lines. <b>NOTE:</b> Above conditions subject to field verification and change order.	T. Higuera, Sodexo PM
		035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	Does the contractor have to have U.S. Treasury Listed Bid and Performance Bond?	A U.S. Treasury Listed Bid or Performance Bond is not required. Refer to IFB Section 2 and Amendment 9 for all bond requirements.	T. Higuera, Sodexo PM
07/30/11	WILCO Strategic Partners DV, LLC	035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	The drawings do not show all the roof areas of each building at each school. Do you want us to bid only the roofs that are called out on the drawings that specifically state roof plan?	Provide a lump sum bid only for the roofs that are called out on the drawings and specifically state roof plan.	T. Higuera, Sodexo PM
		035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	Do you want us to include all the roofs on all buildings at each school even though they are not on the drawings?	Provide a lump sum bid only for the roofs that are called out on the drawings and specifically state roof plan.	T. Higuera, Sodexo PM

035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	The plans at the southern schools especially JP Torres shows only building 5 to receive a roof coating and skips all the other buildings. Oceanview also skips most of the schools roofs as does Harry Truman.	Provide a lump sum bid only for the roofs that are called out on the drawings and specifically state roof plan.	T. Higuera, Sodexo PM
035- 2011 036- 2011 037- 2011 038- 2011 039- 2011	Please clarify this on all 20 schools. Our question is basic. Do we calculate only the roofs that are called out on the drawings that specifically state roof plan? If this is the case there will be a lot of roofs that will not be cleaned, repaired and coated.	Provide a lump sum bid only for the roofs that are called out on the drawings and specifically state roof plan.	T. Higuera, Sodexo PM

#### 4. Specification Section 071353 - Elastomeric Acrylic Sheet Waterproofing

Add the following to Section 1.5 – ENVIRONMENTAL CONDITIONS:

- D. The applicator shall not apply any material when environmental conditions will not permit a set before rain.

Add the following to PART 1 – GENERAL:

##### 1.6 QUALIFICATIONS

- A. Fluid-Applied Roofing Material Manufacturer Company specializing in reinforced fabric acrylic copolymer roofing systems with a minimum of 5 years experience.
- B. Applicator Company specializing in performing the work of this section with minimum 5 years experience approved as an authorized applicator in writing by manufacturer.
- C. Applicator approved and certified by manufacturer.

##### 1.7 QUALITY CONTROL

###### A. Qualifications

- 1. Manufacturer: Company specializing in permanent waterproofing, liquid applied acrylic roofing systems with a minimum of five (5) years experience in high temperature, high UV and high humidity environments.

2. Applicator specializing in performing the Work of this section with minimum 5 year documented experience with projects in Saipan or Guam.
3. Applicator approved and Certified by Manufacturer.

B. Technical Representative

1. Manufacturer's Technical Representative: Manufacturer to make available technical representative to monitor ongoing operations to assure proper installation of roofing. Maintain same Technical Representative for duration of project.

2. Substrate Certification: Submit Manufacturer's Technical Representative's written certification of compliance of prepared substrate in conformance with requirements necessary for system installation. Certification of substrate to be accomplished just prior to application of membrane system.

3. Manufacturer's Technical Representative Field Review of Work:

a. Number of Visitations: Technical Representative shall inspect regularly. Submit Manufacturer's recommended minimum number of times that Technical Representative is scheduled to field review work to ensure the success of the installation. Indicate when such visits are to be conducted on construction schedule.

b. Field Reports: For each visit, submit Technical Representative's field report assessing each installation. The detailed field reports are to indicate the date, time, length of time at each visit, the weather condition of each day, the condition of the substrate at the time of application, the application procedures, wet and dry film measured thickness, and other important aspects affecting the success of the installation.

C. Application instructions indicate special procedures and perimeter conditions requiring special attention.

D. Submit Manufacturer's Material Safety Data Sheets for fluid-applied roofing, solvents, and other potentially hazardous materials.

E. Submit Manufacturer's Certification that fluid membrane materials are physically and chemically compatible with each other. Materials not certified are not permitted in the work area.

1.8 PRE-ROOFING CONFERENCE

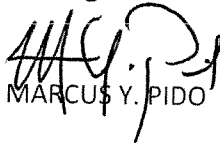
Prior to starting application of fluid-applied roofing system, arrange and attend a pre-roofing conference at the project site with the Contracting Officer, Contractor and Subcontractors to ensure a clear understanding of drawings and specifications. Ensure that other trades that may perform other types of work on or over the membrane after installation attend this conference.

Add the following to Section 3.8 – WARRANTY:

C. Roofing system manufacturer's warranty shall include entire roofing system, including flashings and accessories.

All else remains the same.

Please acknowledge receipt of this document by signing below and return acknowledgment via fax: (671) 472-5001.



MARCUS Y. PIDO

**Acknowledge Receipt**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_ AM/PM  
(Date) (Time)







# **Exhibit 8**

**GUAM DEPARTMENT OF EDUCATION  
INVITATION FOR BID REGISTER**

IFB No. 039-2011

SUBMISSION & OPENING DATE: 9/23/11  
TIME: 10:00 AM

1. BIDDER NAME and ADDRESS		PRINT FULL NAME	SIGNATURE	DATE	TIME	Tel# / Fax# / Email	Issued by:	Submission Date & Time	Received by:
ALUPO PACIFIC BUILDERS		NOEL TORVANTINO		10/7/11	9:43	Tel#: 671-475-7405 Fax#: 671-475-7409 Email: noel@alupacificbuilders.com	D.W. R.L.D	10.7.11 0944	E.P. 
2. BIDDER NAME and ADDRESS		PRINT FULL NAME	SIGNATURE	DATE	TIME	Tel# / Fax# / Email	Issued by:	Submission Date & Time	Received by:
Sh. Mega United Corp.		DUMINIO ZHANG		10/17/11	9:46	Tel#: 688-2293 Fax#: 689-1397 Email: WWW.MEGA.CO	D.W. R.L.D	10.7.11 0951	J.E. 
3. BIDDER NAME and ADDRESS		PRINT FULL NAME	SIGNATURE	DATE	TIME	Tel# / Fax# / Email	Issued by:	Submission Date & Time	Received by:
						Tel#: Fax#: Email:			
4. BIDDER NAME and ADDRESS		PRINT FULL NAME	SIGNATURE	DATE	TIME	Tel# / Fax# / Email	Issued by:	Submission Date & Time	Received by:
						Tel#: Fax#: Email:			
5. BIDDER NAME and ADDRESS		PRINT FULL NAME	SIGNATURE	DATE	TIME	Tel# / Fax# / Email	Issued by:	Submission Date & Time	Received by:
						Tel#: Fax#: Email:			

IFB 039-2011 Structural Repairs & Roof Coating-Southern

UPDATED

07/14/11

Timestamp	LAST NAME	FIRST NAME	MIDDLE INITIAL	COMPANY NAME	E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER	ADDRESS	CITY	STATE	ZIP CODE	COMMENTS
7/11/2011 11:58:53	test	test	test	P & E CONSTRUCTION, INC.	peconstruction@peconstructionguam.com	(671) 632-3728	(671) 637-3572	P. O. Box 25720 GMF	Barrigada	test	test	test
7/11/2011 12:08:47	ERNANITA	T							Barrigada	GUAM	96921	Please provide us with the needed documents in order for us to prepare the necessary estimate/quotation.
7/11/2011 12:15:04	Ramsey	G		Painting Dynamics, Inc.	colordyn@tle.net	(671) 472-0013	(671) 472-0012	P. O. Box BR	Hagatna	Guam	96932	Please provide us with the needed documents in order for us to prepare the necessary estimate/quotation.
7/11/2011 13:53:26	Ramsey	G		Painting Dynamics, Inc.	colordyn@tle.net	(671) 472-0013	(671) 632-3550	P. O. Box BR	Hagatna	Guam	96921	
7/11/2011 15:26:50	Edd	M		JJ Global Services Asia Pacific International, Inc	jglobal812@yahoo.com	(671) 632-1179	(671) 632-3550	P. O. Box 217881	GMF, Barrigada	Guam	96921	
7/11/2011 21:37:05	Hong Yun Luisito	A		Konstrak Builders	apilusa@guam.net konstrak_builders@yahoo.com	(671) 632-8888 (671) 886-4312	(671) 633-8888 (671) 632-4312	P. O. Box 23663 P. O. Box 4416	Barrigada Hagatna	Guam Guam	96921 96932	
7/12/2011 10:12:41	Danilo	S		Top-Shield	topshield@guam.net	(671) 977-0700		PO Box 3947 153 Unit B, East Harmon Industrial Park	Hagatna	GU	96932	
7/12/2011 13:31:47	noel	azores		ib&b modern tech	nlopez@bmoderntech.com	(671) 646-3346	(671) 646-0589	Harmon Industrial Park	Tamuning	guam	96913	
7/12/2011 13:42:03	noel	azores		ib&b modern tech GR Construction LLC	nlopez@bmoderntech.com	(671) 646-3346	(671) 646-0589	153 Unit B, East Harmon Industrial Park	Tamuning	guam	96913	
7/12/2011 14:44:36	Bernardino				rqcaima@yahoo.com	6716321920	6716372587	139 N Mansanita Ct. Liguian Ter. Barrigad. GU 96921	Dededo	Guam	96929	
7/12/2011 15:45:44	Torente	B		Allied Pacific Builders, Inc.	ronaldr@alliedpacificbuilders.com	(671)-475-7408	(671)-475-7409	P. O. Box 21988	Barrigada	Guam	96921	
7/12/2011 17:35:40	Terry	M		Armor Coatings Micronesia	ltoebold.guam@yahoo.com	(671)-647-2650	(671)-647-2652	215 Rojas Street, Suite 122	Harmon	Guam	96913	We are interested in participating in the Roofing Bid
7/13/2011 5:29:35	Christopher	Bo Heon		Loyal Pacific Corporation	boleeguam@yahoo.com	1-671-482-8949	1-671-789-2440	P. O. Box 7981	Tamuning	Guam	96931	
7/13/2011 5:37:43	Christopher	Bo Heon		Loyal Pacific Corporation	boleeguam@yahoo.com	1-671-482-8949	1-671-789-2440	P. O. Box 7981	Tamuning	Guam	96931	
7/13/2011 9:34:05	WENEFREDO	E		CONSTRUCTION ProPacifier Builder Corporation formerly Guam Yoeslin Corp.	wgallega@teleguam.net	671-653-7765	671-653-7745	P. O. BOX 11691	YIGO	GUAM	96929	
7/13/2011 10:00:07	Vincent	C			agyc@guam.net	(671)-477-3109	(671)-477-7424	750 Route 8 Barrigada 245 B Juliate Center 424 West O'Brien Drive	Guam	USA	96913	
7/13/2011 14:30:11	Jesus	M		Vivid Construction	resnetgroup@yahoo.com	6714777765	6714777765		Hagatna	Guam	96910	Interested in structural repairs and roof coating
7/14/2011 8:26:10	Frank	T		New M.W Corporation	nmcwcorp@yahoo.com	(671)898-4505	(671)647-7664	1270 N Marine Dr. Ste. 101-253	Tamuning	GU	96913	

1FB 039-2011  
 Co of 7/29/11

TEST	LAST NAME	FIRST NAME	MIDDLE INITIAL	COMPANY NAME	EMAIL ADDRESS	PHONE NUMBER	FAX NUMBER	ADDRESS	CITY	STATE	ZIP CODE	COMMENTS
test	ERNANITA	T		P & E CONSTRUCTION, INC.	peconstruction@peconstructionguam.com	(671) 632-3728	(671) 637-3572	P. O. Box 25720 GMF	Barrigada	GUAM	96921	Please provide us with the needed documents in order for us to prepare the necessary estimate/quotation.
test	Ramsay	G.		Painting Dynamics, Inc.	colordyn@tie.net	(671) 472-0013	(671) 472-0012	P. O. Box BR	Hagatna	Guam	96932	Please provide us with the needed documents in order for us to prepare the necessary estimate/quotation.
test	Ramsay	G.		Painting Dynamics, Inc.	colordyn@tie.net	(671) 472-0013	(671) 472-0012	P. O. Box BR	Hagatna	Guam	96932	Please provide us with the needed documents in order for us to prepare the necessary estimate/quotation.
test	Edd	M		JJ Global Services Asia Pacific International, Inc	jglobal812@yahoo.com	(671) 632-1179	(671) 632-3550	P.O.Box 217881	GMF, Barrigada	Guam	96921	
test	Hong Yun Luisito	A.		apiusa@guam.net	konstrak_builders@yahoo.com	(671) 632-8889; 482-8888	(671) 632-8898	P.O.Box 23653	Barrigada	Guam	96921	
test	Danilo	S		Top-Shield	topshield@guam.net	(671) 977-0700	(671) 532-4312	P.O.Box 4416	Hagatna	GU	96932	
test	noel	azores		j&b modern tech	nlopez@bmoderntech.com	(671) 646-3346	(671) 646-0589	PO Box 3947 153 Unit B, East Hammon Industrial Park	Hagatna	guam	96913	
test	noel	azores		j&b modern tech GP Construction LLC	nlopez@bmoderntech.com	(671) 646-3346	(671) 646-0589	153 Unit B, East Hammon Industrial Park	Tamuning	guam	96913	
test	Bernardino			GP Construction LLC	rqcalms@yahoo.com	(671) 646-3346	(671) 646-0589	153 Unit B, East Hammon Industrial Park	Tamuning	guam	96913	
test	Toriente	B		Allied Pacific Builders, Inc.	ronatod@alliedpacificbuilders.com	(671) 475-7408	8716321920	139 N Mansanilla Ct. Liguana ter. P.O. Box 21988 Barrigad, GU	Dededo	Guam	96929	
test	Terry	M		Armor Coatings Micronesia	tdebold.guam@yahoo.com	(671) 647-2650	(671) 647-2652	215 Rojas Street, Suite 122	Barrigada	Guam	96921	We are interested in participating in the Roofing Bid
test	Christopher	Bo Heon		Loyal Pacific Corporation	boleeguam@yahoo.com	1-671-482-8949	1-671-789-2440	P. O. Box 7981	Hammon	Guam	96931	
test	Christopher	Bo Heon		Loyal Pacific Corporation	boleeguam@yahoo.com	1-671-482-8949	1-671-789-2440	P. O. Box 7981	Tamuning	Guam	96931	
test	WENEFREDO	E.		SGS CONSTRUCTION ProPacific Builder Corporation	wgallega@teleguam.net	671-653-7765	671-653-7745	P. O. BOX 11691	Tamuning	GUAM	96929	
test	Vincent	C.		formerly Guam Corporation	agyc@guam.net	(671) 477-3109	(671) 477-7424	750 Route 6 Barrigada	YIGO	USA	96913	
test	Jesus	M		Yooshin Corp.	resnetgroup@yahoo.com	(671) 477-3109	6714777755	Center 424 West O'Brien Drive	Guam	Guam	96910	Interested in structural repairs and roof coating bid
test	Frank	T		Vivid Construction Corporation	nmwcorp@yahoo.com	(671) 898-4505	(671) 847-7664	1270 N. Marine Dr., Ste 101-253	Hagatna	GU	96913	
test	Vilma	A		Modern Konstrak Asia-Pacific Int'l Inc	modernkonstrak@yahoo.com	(671) 929-0878	(671) 637-2423	136-D Kayen Chando St., PMB 375	Tamuning	Guam	96929	Request for bid packet
test	Hong Yun	Zumin		Mega United Corp.	apiusa@guam.net	(671) 632-8689	(671) 633-8698	P.O.Box 23653	Dededo	Guam	96921	
test	Zumin	Zumin		Mega United Corp.	wmh@netpci.com	688-3293	649-0397	P. O. Box 8620	Barrigada	Guam	96931	
test	edmon	guezerra		Mega United Corp.	wmh@netpci.com	688-3293	649-0397	P. O. Box 8620	Tamuning	Guam	96931	
test	Lourdes	M		Z4 Corporation LLC	z4corporation@yahoo.com	671 - 646 - 0874	671 - 649 - 0322	P. O. Box 23543, GMF	Tamuning	Guam	96921	
test				imacoste@jdcckww.com	imacoste@jdcckww.com	671-647-5500	671-647-5601	P. O. Box 20429	Barrigada	Guam	96921	

# **Exhibit 9**

**Guam Department of Education  
Office of Supply Management  
Government of Guam  
ABSTRACT OF IFB**

IFB Number: *IFB 039-2011*  
 Submission Date: *7-Oct-2011*  
 Time: *10:00 AM*

BIDDER(S)	Acceptance Time	Delivery Acceptance	Delivery Specified in Bid (Days)	Item										Qty No.	No.			
				A	B	C	D	E	F	G	H	I	J					
<i>Allied Pacific Builder 1570 B8</i>	<i>10-2-11/0944</i>	<i>[Signature]</i>		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
<i>MEGA UNITED CORP 1570 B8</i>	<i>10-2-11/0957</i>	<i>[Signature]</i>		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		

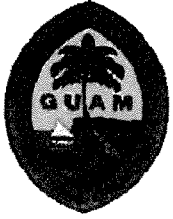
I hereby certify that all BIDS received in response to this BID were opened under my personal supervision and that the same as of all bidders have been entered hereon

TABULATED BY: *[Signature]* (Signature)  
 DATE: *10-2-11*

**LEGEND(S)**

(A) Bid Bond Form (15%)  
 (B) Affidavit Disclosing Ownership and Commissions  
 (C) Non Collusion Affidavit  
 (D) U.S. DOL Wage Determination  
 (E) Sex Offenders Compliance Affidavit  
 (F) No Gratuities or Kickbacks Affidavit  
 (G) Ethical Standards Affidavit  
 (H) Contingent Fees Affidavit

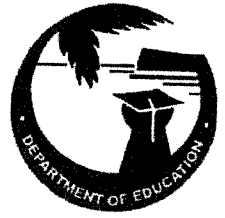
# **Exhibit 10**



Taling M. Taitano  
Interim Superintendent of Education

## DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

Manuel F.L. Guerrero / Administration Building  
2<sup>nd</sup> Floor, Suite B-202  
Hagatña, Guam 96910  
Telephone: (671) 300-1581 • Fax: (671) 472-5001  
Email: mypido@gdoe.net



Marcus Y. Pido  
Supply Management Administrator

November 30, 2011

Mr. Ravindra B. Gogineni  
InfraTech International, LLC  
118 Aspengao Ct  
Barrigada, Guam 96913

**RE: Response to Letter of October 4, 2011**

Dear Mr. Gogineni:

This letter is written in response to your letter of October 4, 2011 regarding Guam Department of Education ("GDOE") Invitations for Bids ("IFBs") Numbers 037-2011, 038-2011 and 039-2011 for Structural Repairs and Roof Coating at GDOE buildings. Though you state in your letter that you are officially protesting these IFBs, your correspondence does not meet the requirements for filing a protest as contained in 2 GAR §9101(c)(3). Specifically, you failed to label your correspondence a "protest". Despite this error, GDOE has accepted your correspondence as a protest and has considered the information therein. For the reasons below, GDOE hereby rejects your protest in its entirety. Each of the assertions in your letter of October 4, 2011 is listed below, with GDOE's response following:

- ***GDOE failed to provide the information requested in our email dated August 5, 2011.***

GDOE received an email from you on Friday, August 5, 2011 at 1:49pm (a copy of this email is attached herewith as Attachment 1). In that email, you state, "more questions are arising as the legend given in the sheets is not matching with the abbreviations used in the drawing. Also, the drawings are confusing as most of them are not to scale. If we are to go and take the measurements we need to be accompanied by GDOE representative who is familiar with the room numbers and have access to every room to make sure that we are not missing any detail."

All prospective bidders for the IFBs were advised that the mandatory visits to the sites where the work is to be performed were not the only opportunities to visit the sites. In fact, during the mandatory visits, prospective bidders were encouraged to return to each site (each site is an operating GDOE school) to verify existing site conditions. Prospective bidders were advised they could sign in and out at the school office during site visits, and that school maintenance or janitorial staff could assist them with access to the areas that the bidder wanted to visit.



Mr. Ravindra B. Gogineni  
InfraTech International, LLC  
November 30, 2011  
Page 2

For these reasons, GDOE finds there is no merit to your assertion that GDOE failed to provide the information required in your email of August 5, 2011.

- ***GDOE was not adequately prepared for the mandatory site visits as the rooms that require the repair works were not shown during the mandatory site visits.***

Prospective bidders were advised that they could return to the work sites to verify existing site conditions. Structural Plan Sheets included in the IFB also state, "NOTE: VERIFY EXISTING DIMENSIONS AND CONDITIONS." (As an example, see Attachment 2 herein.) The mandatory site visits were not intended to substitute for each bidder's independent research about the requirements for performing the work solicited by the IFBs. Each potential bidder was advised that it could conduct further inspection of the work sites by visiting the schools where the work was to be performed. For these reasons, GDOE finds there is no merit to your assertion that it was not adequately prepared for the mandatory visits to the work sites, and rejects this basis for your protest. [Section 2.1.3 Project Site and Plans of the IFB states in part that the bidders submitting bids will be presumed to have inspected the project site. During the site visits, bidders were encouraged to return to the sites to conduct their own inspections in order to submit a more accurate bid. In addition, a time to submit written questions was provided. Even if the bidders were not encouraged during the mandatory site visits to revisit the sites, they had the opportunity to submit questions regarding the desire to revisit the sites. Infratech did not submit any request to revisit the sites.]

- ***GDOE added last minute requirement in Amendment No. 9, under Item 4, Section 1.6.B that "Applicator Company specializing in performing the work of this section with minimum 5 years experience approved as an authorized applicator in writing by manufacturer." We believe that this not necessary as the warranty is being offered by the manufacturer not the applicator.***

The specifications in the IFBs, including those for minimum qualifications of the applicator, were developed according to GDOE's determination of need and the best interests of the Department. Additionally, it is standard industry practice for solicitations of the type contained in the IFBs to contain minimum qualifications for the applicator. For these reasons, GDOE finds there is no merit to your assertion that the requirements for the applicator as contained in the IFB are "not necessary," and rejects this basis for your protest.

- ***Corner to corner paint requirement was identified after the deadline to submit questions and area needed to be painted is not provided.***

The design documents for each work site in the IFBs contain a Structural Plan Sheet S-1 with the following statement, "General Note #25 'ALL SURFACE AREAS WITH EXISTING

Mr. Ravindra B. Gogineni  
InfraTech International, LLC  
November 30, 2011  
Page 3

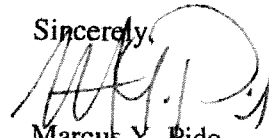
PAINT AND ARE AFFECTED BY CRACKS, SPALLS, AND JOINTS REPAIRS SHALL BE PAINTED TO MATCH EXISTING.” (See Attachment 3 herewith.) The painting requirements for each work site were contained in the IFBs. Additionally, Amendment 6 to the IFBs advised prospective bidders that there would be a requirement only to paint corner to corner where repairs were done. Amendment 6 was issued on September 6, 2011; bids were due on October 3, 2011. This was ample time for each bidder to verify existing site conditions and calculate the area wherein painting would be required. For these reasons, GDOE finds there is no merit to your assertion that the IFBs were inadequate because the paint requirement was identified after the deadline to submit questions or because the area requiring paint was not provided, and rejects this basis for your protest.

- ***Bid packages did not identify how GDOE will choose the responsive and responsible winning bidder as the plans are inconsistent and overwhelming amount of work is depending upon the interpretation of each bidder.***

As described in Section 2.4.1 of the IFBs, award will be based on the lowest most responsive and responsible bid. (See Attachment 4.) Additionally, as you can see from the Revised Bid Cost Form that was included in Amendment 3 to the IFB, the low bid is based on the total lump sum offer and not unit prices that may be provided. (See Attachment 5.) For these reasons, GDOE finds there is no merit to your assertion that the IFBs were inadequate because they did not identify how the responsive and responsible bidder will be chosen, and GDOE rejects this basis for your protest.

For the reasons above, GDOE rejects your protests in its entirety. Pursuant to 5 GCA §5425 you have the right to appeal this decision to the Office of Public Accountability within fifteen (15) days.

Sincerely,



Marcus Y. Pido

Supply Management Administrator

Attachments



Marcus Y. Pido <myvido@gdoe.net>

**IFB 035-2011, 036-2011, 037-2011, 038-2011 & 039-2011**

Ravindra B. Gogineni <ravi@infratechintl.com>

Fri, Aug 5, 2011 at 1:48 PM

Reply-To: ravi@infratechintl.com

To: myvido@gdoe.net

Dear Mr. Pido:

We have been checking the web site regularly and did not see any amendments or clarifications. As we continue working on the project, more questions are arising as the legend given in the sheets is not matching with the abbreviations used in the drawing. Also, the drawings are confusing as most of them are not to scale. If we are to go and take the measurements we need to be accompanied by GDOE representative who is familiar with the room numbers and have access to every room to make sure that we are not missing any detail. Therefore, we are not only requesting once again to postpone the bid at least 2-3 weeks, but also provide us the representative's name for each school to verify the areas we have questions. Our request for extension is reasonable as the revised bid schedule form is not uploaded as we were notified during the pre-bid and site visits. As you know, IFB 035-2011 & 036-2011 are due next week, which is less than week. Looking forward to hearing from you.

Should you have any questions or require additional information, please do not hesitate to contact me.

Best Regards,

Ravindra B. Gogineni

Vice President

*I* **InfraTech International, LLC**

118 Aspengao CT.

Barrigada, Guam 96913

Ph: 671-888-5670

Fax: 671-734-1629



Please consider the environment before printing this email.

**Confidentiality Notice:** The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are

hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify me immediately at [ravi@infratechintl.com](mailto:ravi@infratechintl.com) or by telephone at (671) 888-5670 and destroy all copies of the original message.




**SCOPE OF WORK**

The Contractor shall include but not be limited to labor, material, equipment, and transportation for the construction of the work. The Contractor shall be responsible for obtaining all necessary permits, licenses, and approvals from the appropriate authorities. The Contractor shall be responsible for the safety of the work and shall maintain a safe work environment at all times.

**GENERAL NOTES**

1. The Contractor shall coordinate with the Architect and the Owner to determine the exact location and extent of the work.
2. The Contractor shall be responsible for obtaining all necessary permits, licenses, and approvals from the appropriate authorities.
3. The Contractor shall be responsible for the safety of the work and shall maintain a safe work environment at all times.
4. The Contractor shall be responsible for the quality of the work and shall ensure that all work is done in accordance with the applicable codes and standards.
5. The Contractor shall be responsible for the cleanup of the work area and shall leave the site in a clean and safe condition.
6. The Contractor shall be responsible for the protection of existing structures and utilities on the site.
7. The Contractor shall be responsible for the removal and disposal of all debris and waste from the site.
8. The Contractor shall be responsible for the installation and testing of all equipment and systems.
9. The Contractor shall be responsible for the training and instruction of the Owner's staff on the use and operation of the equipment and systems.
10. The Contractor shall be responsible for the maintenance and repair of the equipment and systems during the warranty period.
11. The Contractor shall be responsible for the coordination of the work with other trades and contractors on the site.
12. The Contractor shall be responsible for the communication and reporting to the Architect and the Owner throughout the project.
13. The Contractor shall be responsible for the completion of all work within the specified time frame.
14. The Contractor shall be responsible for the payment of all bills and invoices in a timely manner.
15. The Contractor shall be responsible for the insurance and bonding of the work.
16. The Contractor shall be responsible for the compliance with all applicable laws and regulations.
17. The Contractor shall be responsible for the protection of the environment and shall take all necessary measures to prevent pollution and other environmental damage.
18. The Contractor shall be responsible for the safety of the public and shall take all necessary measures to prevent accidents and other incidents.
19. The Contractor shall be responsible for the security of the work and shall take all necessary measures to prevent theft and other security breaches.
20. The Contractor shall be responsible for the confidentiality of any information that may be disclosed during the project.
21. The Contractor shall be responsible for the resolution of any disputes that may arise during the project.
22. The Contractor shall be responsible for the completion of all work in accordance with the contract documents.

23. The Contractor shall be responsible for the coordination of the work with other trades and contractors on the site.
24. The Contractor shall be responsible for the communication and reporting to the Architect and the Owner throughout the project.
25. The Contractor shall be responsible for the completion of all work within the specified time frame.
26. The Contractor shall be responsible for the payment of all bills and invoices in a timely manner.
27. The Contractor shall be responsible for the insurance and bonding of the work.
28. The Contractor shall be responsible for the compliance with all applicable laws and regulations.
29. The Contractor shall be responsible for the protection of the environment and shall take all necessary measures to prevent pollution and other environmental damage.
30. The Contractor shall be responsible for the safety of the public and shall take all necessary measures to prevent accidents and other incidents.
31. The Contractor shall be responsible for the security of the work and shall take all necessary measures to prevent theft and other security breaches.
32. The Contractor shall be responsible for the confidentiality of any information that may be disclosed during the project.
33. The Contractor shall be responsible for the resolution of any disputes that may arise during the project.
34. The Contractor shall be responsible for the completion of all work in accordance with the contract documents.

 <b>Guam Department of Education</b> ASTUMBO ELEMENTARY SCHOOL Miscellaneous Repairs & Renovations		SHEET NO. S-1 OF 3
PROJECT NO. 2023-001	CONTRACT NO. 2023-001	DATE 01/15/2023
REVISION 1. 01/15/2023 2. 01/20/2023	DESCRIPTION 1. Repair of roof leaks in gymnasium. 2. Repaint of exterior walls in gymnasium.	DRAWN BY J. Smith CHECKED BY M. Jones DATE 01/15/2023

**2.4 – AWARD**

**2.4.1 – EVALUATION FACTORS FOR AWARD**

Bidders submitting bids in response to this IFB will be selected for award of contract based on *lowest most responsive and responsible bidder*. GDOE reserves the right to disqualify bidders and bids that are deemed to be nonresponsive, regardless of whether the respective bidder or bid is determined to contain the lowest price.

In determining the lowest responsive bidder, GDOE may be guided by the following evaluation factors:

- Competency of bidder and bidder’s proposed subcontractors as identified in Sections 2.5.1 and 2.5.2, respectively.
- Price of overall performance and delivery of the construction services proposed in response to this IFB.
- Ability, capacity, and skill of the bidder to perform as called for in this IFB.
- Ability, capacity, and skill of the bidder to perform within the specified time outlined in this IFB.
- Character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- Quality of bidder’s performance on previous projects of similar size and scope to those outlined in this IFB.
- Sufficiency of the financial resources available to the bidder to perform or provide the goods and/or services outlined in this IFB.

**2.4.2 – NOTICE OF AWARD**

Bidders submitting bids in response to this IFB will be notified in writing should their bid be determined to be the lowest most responsive and responsible bidder. For solicitations over \$25,000 all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

**2.5 – GENERAL INFORMATION**

**2.5.1 – COMPETENCY OF BIDDERS**

Bidders submitting bids in response to this IFB shall present satisfactory evidence that bidder or bidder’s company has sufficient experience and that bidder or bidder’s company is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to satisfactorily complete the Project.

Accordingly, the Bidder must submit for review the following information. While all information submitted will remain confidential, GDOE reserves the right to investigate the information submitted, as is deemed necessary, before a Contract is awarded, and to disqualify any Bidder if deemed to be in GDOE’s best interest.

Bidders should include in their sealed bid envelope a description of each of the following:

- a. Bidder’s experience on similar projects with similar scopes of work.
- b. Bidder’s past performance in accomplishing projects in agreed time – including an explanation of any failure to complete within the specified timeframe.
- c. Availability of plant, machinery and other equipment necessary for work – including any machinery or equipment that Bidder might have to purchase to complete the Project.
- d. Quality of work presently performed for Government of Guam, federal, and private projects.
- e. Bidder’s diligence in carrying out responsibility.
- f. Record of good owner-contractor relationship.
- g. Previous record of bid qualifications.
- h. Qualifications of supervisory personnel proposed to work on this Project and identification of their education, skills, and past experiences.
- i. Record of past performance of contracts including record of default and nonpayment of obligations.
- j. Disclosure of financial resources sufficient to demonstrate an ability to complete this Project.



Nenssa Britania Underwood, Ph D  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
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Hagatna, Guam 96932  
Telephone (671) 300-1581 Fax (671) 472-5001



Marcus Y Pido  
Supply Management Administrator

**AMENDMENT NO. 3**

July 14, 2011

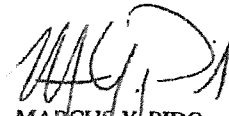
**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 035-2011, Structural Repairs and Roof Coating – Northern A, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains same.

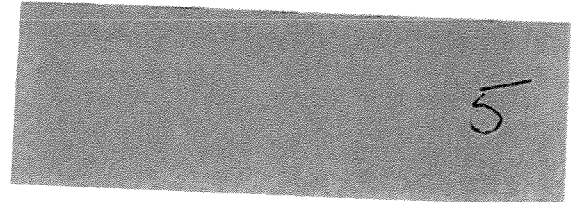
  
MARCUS Y PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date) (Time) AM/PM





**IFB 035-2011 Structural Repairs and Roof Coating – Northern A  
Bid Cost Form (Revised)**

**Intent:** The intent of this IFB is to repair structural deficiencies and provide a waterproof and reflective roof coating to obtain a safe and comfortable learning environment.

School	Scope of Work	Lump Sum Offer
1 Machananao Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
2 Finegayan Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
3 Astumbo Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
4 Maria Ulloa Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
5 Wettengel Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
6 VSA Benavente Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
<b>Total:</b>		\$ _____

Plans, Drawings and specifications will be the basis of all offers provided. Bidders shall carefully review all plans and specifications of each respective school. Reference IFB 035-2011 Northern Schools (A) Plans & Specifications. Bidder must breakdown offer below to support the "Lump Sum Offer".

**Roof Application (as per plans and specifications)**

Description	Cost	Measurement
Roof Coating for Concrete	\$ _____	/SF
Roof Coating for Metal	\$ _____	/SF

**Structural Repairs (as per plans and specifications)**

Description	Cost	Measurement
Roof Crack Repair	\$ _____	/LF
Ceiling Crack Repair	\$ _____	/LF
Ceiling Spall Repair	\$ _____	/SF
Beam to Roof/Ceiling Crack Repair	\$ _____	/LF
Wall Crack Repair	\$ _____	/LF
Wall to Ceiling Joint Crack Repair	\$ _____	/LF
Wall Spall Repair	\$ _____	/SF
Beam to Wall Joint Crack Repair	\$ _____	/LF
Column to Wall Joint Crack Repair	\$ _____	/LF
Beam Crack Repair	\$ _____	/LF
Column Crack Repair	\$ _____	/LF
Slab Joint Crack Repair	\$ _____	/LF

**Removal of Roof Top Fixed Assets (as per plans and specifications)**

Description	Cost	Measurement
Removal, Staging and Transporting of all inoperable fixed assets	\$ _____	Lump Sum
Disposal Fee of all inoperable fixed assets	\$ _____	Lump Sum



Nenssa Bretania Underwood, Ph.D  
Superintendent of Education

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Marcus Y. Pido  
Supply Management Administrator

AMENDMENT NO. 3

July 14, 2011

**Prospective Bidders:**

Please refer to our Invitation for Bid No. *GDOE IFB 036-2011, Structural Repairs and Roof Coating – Northern B*, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains same.



MARCLUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ AM/PM  
(Date) (Time)

**IFB 036-2011 Structural Repairs and Roof Coating – Northern B**  
**Bid Cost Form (Revised)**

**Intent:** The intent of this IFB is to repair structural deficiencies and provide a waterproof and reflective roof coating to obtain a safe and comfortable learning environment.

School	Scope of Work	Lump Sum Offer
1 D.L. Perez Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
2 F.B. Leon Guerrero Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
3 Simon Sanchez High	Structural Repairs and Roof Repair & Coatings	\$ _____
4 J.M. Guerrero Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____

**Total:** \$ \_\_\_\_\_

Plans, Drawings and specifications will be the basis of all offers provided. Bidders shall carefully review all plans and specifications of each respective school. Reference IFB 036-2011 Northern Schools (B) Plans & Specifications. Bidder must breakdown offer below to support the "Lump Sum Offer".

**Roof Application (as per plans and specifications)**

Description	Cost	Measurement
Roof Coating for Concrete	\$ _____	/SF
Roof Coating for Metal	\$ _____	/SF

**Structural (as per plans and specifications)**

Description	Cost	Measurement
Roof Crack Repair	\$ _____	/LF
Ceiling Crack Repair	\$ _____	/LF
Ceiling Spall Repair	\$ _____	/SF
Beam to Roof/Ceiling Crack Repair	\$ _____	/LF
Wall Crack Repair	\$ _____	/LF
Wall to Ceiling Joint Crack Repair	\$ _____	/LF
Wall Spall Repair	\$ _____	/SF
Beam to Wall Joint Crack Repair	\$ _____	/LF
Column to Wall Joint Crack Repair	\$ _____	/LF
Beam Crack Repair	\$ _____	/LF
Column Crack Repair	\$ _____	/LF
Slab Joint Crack Repair	\$ _____	/LF

**Removal of Roof Top Fixed Assets (as per plans and specifications)**

Description	Cost	Measurement
Removal, Staging and Transporting of all inoperable fixed assets	\$ _____	Lump Sum
Disposal Fee of all inoperable fixed assets	\$ _____	Lump Sum



Nerissa Bretania Underwood, Ph.D  
 Superintendent of Education

**DEPARTMENT OF EDUCATION  
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 Hagatna, Guam 96932  
 Telephone: (671) 300-1581 Fax: (671) 472-5001



Marcus Y. Pido  
 Supply Management Administrator

AMENDMENT NO. 3

July 14, 2011


**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 037-2011, Structural Repairs and Roof Coating – Central A, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains same.

  
 MARCUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
 (Print Name & Company)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_ AM/PM  
 (Date) (Time)

**IFB 037-2011 Structural Repairs and Roof Coating – Central A**  
**Bid Cost Form (Revised)**

**Intent:** The intent of this IFB is to repair structural deficiencies and provide a waterproof and reflective roof coating to obtain a safe and comfortable learning environment.

School	Scope of Work	Lump Sum Offer
1 L.P. Untalan Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
2 B.P. Carballido Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
3 H.B. Price Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
4 George Washington High	Structural Repairs and Roof Repair & Coatings	\$ _____
<b>Total:</b>		<b>\$ _____</b>

Plans, Drawings and specifications will be the basis of all offers provided. Bidders shall carefully review all plans and specifications of each respective school. Reference IFB 037-2011 Central Schools (A) Plans & Specifications. Bidder must breakdown offer below to support the "Lump Sum Offer".

**Roof Application (as per plans and specifications)**

Description	Cost	Measurement
Roof Coating for Concrete	\$ _____	/SF
Roof Coating for Metal	\$ _____	/SF

**Structural (as per plans and specifications)**

Description	Cost	Measurement
Roof Crack Repair	\$ _____	/LF
Ceiling Crack Repair	\$ _____	/LF
Ceiling Spall Repair	\$ _____	/SF
Beam to Roof/Ceiling Crack Repair	\$ _____	/LF
Wall Crack Repair	\$ _____	/LF
Wall to Ceiling Joint Crack Repair	\$ _____	/LF
Wall Spall Repair	\$ _____	/SF
Beam to Wall Joint Crack Repair	\$ _____	/LF
Column to Wall Joint Crack Repair	\$ _____	/LF
Beam Crack Repair	\$ _____	/LF
Column Crack Repair	\$ _____	/LF
Slab Joint Crack Repair	\$ _____	/LF

**Removal of Roof Top Fixed Assets (as per plans and specifications)**

Description	Cost	Measurement
Removal, Staging and Transporting of all inoperable fixed assets	\$ _____	Lump Sum
Disposal Fee of all inoperable fixed assets	\$ _____	Lump Sum



Nenssa Bretana Underwood, Ph D  
Superintendent of Education

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Marcus Y Pido  
Supply Management Administrator

AMENDMENT NO. 3

July 14, 2011

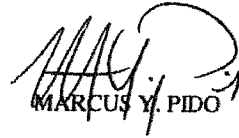
**Prospective Bidders:**

Please refer to our Invitation for Bid No. GDOE IFB 038-2011, Structural Repairs and Roof Coating – Central B, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains same.

  
MARCUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ AM/PM  
(Date) (Time)

**IFB 038-2011 Structural Repairs and Roof Coating – Central B**  
**Bid Cost Form (Revised)**

**Intent:** The intent of this IFB is to repair structural deficiencies and provide a waterproof and reflective roof coating to obtain a safe and comfortable learning environment.

School	Scope of Work	Lump Sum Offer
1 Agueda Johnston Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
2 Agana Heights Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
3 C.L. Tutano Elem.	Structural Repairs and Roof Repair & Coatings	\$ _____
4 Jose Rios Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
<b>Total:</b>		<b>\$ _____</b>

Plans, Drawings and specifications will be the basis of all offers provided. Bidders shall carefully review all plans and specifications of each respective school. Reference IFB 038 2011 Central Schools (B) Plans & Specifications. Bidder must breakdown offer below to support the "Lump Sum Offer".

**Roof Application (as per plans and specifications)**

Description	Cost	Measurement
Roof Coating for Concrete	\$ _____	/SF
Roof Coating for Metal	\$ _____	/SF

**Structural (as per plans and specifications)**

Description	Cost	Measurement
Roof Crack Repair	\$ _____	/LF
Ceiling Crack Repair	\$ _____	/LF
Ceiling Spall Repair	\$ _____	/SF
Beam to Roof/Ceiling Crack Repair	\$ _____	/LF
Wall Crack Repair	\$ _____	/LF
Wall to Ceiling Joint Crack Repair	\$ _____	/LF
Wall Spall Repair	\$ _____	/SF
Beam to Wall Joint Crack Repair	\$ _____	/LF
Column to Wall Joint Crack Repair	\$ _____	/LF
Beam Crack Repair	\$ _____	/LF
Column Crack Repair	\$ _____	/LF
Slab Joint Crack Repair	\$ _____	/LF

**Removal of Roof Top Fixed Assets (as per plans and specifications)**

Description	Cost	Measurement
Removal, Staging and Transporting of all inoperable fixed assets	\$ _____	Lump Sum
Disposal Fee of all inoperable fixed assets	\$ _____	Lump Sum



Nenssa Bretania Underwood, Ph.D.  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT**

[www.gdoe.net](http://www.gdoe.net)  
Manuel F.L. Guerrero / Administration Building  
2<sup>nd</sup> Floor, Suite B-202  
Hagatna, Guam 96932  
Telephone: (671) 300-1581 Fax: (671) 472-5001



Marcus Y Pido  
Supply Management Administrator

**AMENDMENT NO. 3**

July 14, 2011

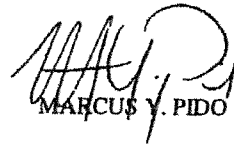
**Prospective Bidders:**

Please refer to our Invitation for Bid No. **GDOE IFB 039-2011, Structural Repairs and Roof Coating – Southern**, a copy of which was issued to your company for consideration.

Please make the necessary change(s) specified below:

Replace existing Bid Cost Form with attached Revised Bid Cost Form.

All else remains same.



MARCUS Y. PIDO

Acknowledge Receipt

\_\_\_\_\_  
(Print Name & Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ AM/PM  
(Date) (Time)



**IFB 039-2011 Structural Repairs and Roof Coating – Southern  
Bid Cost Form (Revised)**

**Intent:** The intent of this IFB is to repair structural deficiencies and provide a waterproof and reflective roof coating to obtain a safe and comfortable learning environment.

School	Scope of Work	Lump Sum Offer
1 H.S. Truman Elem	Structural Repairs and Roof Repair & Coatings	\$ _____
2 J.P. Torres Alternative	Structural Repairs and Roof Repair & Coatings	\$ _____
3 Oceanview Middle	Structural Repairs and Roof Repair & Coatings	\$ _____
4 Inarajan Middle	Structural Repairs and Roof Repair & Coatings	\$ _____

**Total:** \$ \_\_\_\_\_

Plans, Drawings and specifications will be the basis of all offers provided. Bidders shall carefully review all plans and specifications of each respective school. Reference IFB 039-2011 Southern Schools Plans & Specifications. Bidder must breakdown offer below to support the "Lump Sum Offer".

**Roof Application (as per plans and specifications)**

Description	Cost	Measurement
Roof Coating for Concrete	\$ _____	/SF
Roof Coating for Metal	\$ _____	/SF

**Structural (as per plans and specifications)**

Description	Cost	Measurement
Roof Crack Repair	\$ _____	/LF
Ceiling Crack Repair	\$ _____	/LF
Ceiling Spall Repair	\$ _____	/SF
Beam to Roof/Ceiling Crack Repair	\$ _____	/LF
Wall Crack Repair	\$ _____	/LF
Wall to Ceiling Joint Crack Repair	\$ _____	/LF
Wall Spall Repair	\$ _____	/SF
Beam to Wall Joint Crack Repair	\$ _____	/LF
Column to Wall Joint Crack Repair	\$ _____	/LF
Beam Crack Repair	\$ _____	/LF
Column Crack Repair	\$ _____	/LF
Slab Joint Crack Repair	\$ _____	/LF

**Removal of Roof Top Fixed Assets (as per plans and specifications)**

Description	Cost	Measurement
Removal, Staging and Transporting of all inoperable fixed assets	\$ _____	Lump Sum
Disposal Fee of all inoperable fixed assets	\$ _____	Lump Sum

# **Exhibit 11**

1 **GUAM DEPARTMENT OF EDUCATION**  
2 Rebecca M. Perez, Legal Counsel  
3 P.O. Box DE  
4 Hagåtña, Guam 96910  
5 Telephone (671) 300-1537  
6 Email: legal-admin@gdoe.net

7 *Attorney for Guam Department of Education*

8 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**  
9 **PROCUREMENT APPEAL**

10 IN THE APPEAL OF

11 APPEAL NO. OPA-PA-11-021

12 INFRA TECH INTERNATIONAL, LLC,

13 **AGENCY STATEMENT**

14 Appellant.

15 Comes now the Guam Department of Education (“GDOE”) by and through its counsel  
16 and files its Agency Statement pursuant to 2 GAR §12105(g).

17 **BACKGROUND**

18 InfraTech International, LLC (“InfraTech”) filed a letter with GDOE on October 4, 2011  
19 regarding GDOE Invitation for Bids (“IFB”) 039-2011. This letter was construed as a protest and  
20 GDOE responded to the protest by letter of November 30, 2011.

21 On December 14, 2011 GDOE received a Notice of Appeal before the Office of Public  
22 Accountability (“OPA”) filed by InfraTech. The Notice identifies the subject matter of the  
23 Appeal as IFB 039-2011 and contains the statement that the appeal is made from a “decision on  
24 Protest of Method, Solicitation or Award.” The Notice does not contain any statement of the  
25 grounds for the Appeal.

26 On December 19, 2011 GDOE filed in this matter a Motion to Dismiss for Failure to State  
27 Grounds for Appeal.

1       **I. Answer to Allegations in Appeal and Restatement of Motion to Dismiss for Failure**  
2       **to State Grounds for Appeal**

3           On December 19, 2011, GDOE filed with the OPA a Motion to Dismiss on the basis that  
4       Appellant failed to state any grounds for the appeal. As stated in that motion and above,  
5       Appellant filed a protest with GDOE. GDOE answered that protest. Appellant then filed a  
6       Notice of Appeal with the OPA, but failed to specify what exactly it was appealing. 2 GAR  
7       §12104(b)(2) requires that an appellant file a concise statement of the grounds for appeal.  
8       Thereafter, the purchasing agency shall answer the charges in the appeal. (See 2 GAR  
9       §12105(g)). Without any specific charges by the Appellant, GDOE is unable to determine what  
10      charges to answer. For this reason, GDOE renews its request that the OPA dismiss this appeal on  
11      the basis that Appellant failed to state any grounds for appeal

12           **II. Appeal should be dismissed because Appellant is not an Actual or Prospective**  
13           **Bidder or Interested Party**

14           The right to file a protest or appeal is limited by Guam law and regulation to those entities  
15      that may be aggrieved in connection with a government solicitation. 5 GCA §5425(a) defines the  
16      application of this right as follows:

17           Right to Protest. Any actual or prospective bidder, offeror, or contractor who may  
18      be aggrieved in connection with the method of source selection, solicitation or  
19      award of a contract, may protest to the Chief Procurement Officer, the director of  
20      Public Works or the head of a purchasing agency. ...

21      Under §5425, a decision on a protest may then be appealed to the Public Auditor (See specifically  
22      5 GCA §5425(e)).

23           The procurement regulations found at 2 GAR Division 4, Chapter 12 define the terms  
24      “protestor” and “prospective bidder.” These definitions are contained in 2 GAR §12102(c) and  
25      (d), which state:

26           (c) *Protestor* means any actual or prospective bidder, offeror, or contractor who is  
27      aggrieved in connection with the solicitation or award of a contract and who filed a  
28      protest ...

1 (d) A *prospective bidder, contractor or offeror*, is one who will actually submit a  
2 bid, contract or otherwise offer his services if such person would prevail in the  
Appeal.

3 The Abstract of Bids for this IFB, filed as GDOE Exhibit 9, lists the entities that submitted bids in  
4 response to the IFB on October 5, 2011. InfraTech is not listed on the Abstract; InfraTech did not  
5 submit a bid in response to the IFB. InfraTech is therefore neither a prospective bidder nor  
6 protestor under Guam's procurement law or regulation, and therefore is not entitled to file a  
7 protest or appeal for this solicitation. For this reason, GDOE respectfully requests that the OPA  
8 dismiss this matter.

### 9

10 **III. Award of costs and Attorney's Fees**

11 As InfraTech did not submit a bid in response to the IFB and therefore has no interest in  
12 this matter as an actual or prospective bidder, GDOE asserts that this appeal is frivolous and was  
13 filed intentionally to disrupt its procurement process. Under 5 GCA §5425(h)(2), the OPA may  
14 assess costs and fees against InfraTech to GDOE. §5425(h)(2) provides:

15 ... The Public Auditor shall have the power to assess reasonable costs including  
16 reasonable attorney fees incurred by the government, including its autonomous  
17 agencies and public corporations, against a protestant upon its finding that the  
protest was made fraudulently, frivolously or solely to disrupt the procurement  
18 process.

19 Given the frivolous nature of this appeal, GDOE requests that it be awarded costs and fees  
20 incurred in defense of this matter.

### 21

22 **IV. Request for findings and Orders by the OPA.**

23 Given the information above, GDOE respectfully requests that the OPA make the  
24 following findings and orders:

- 25 1. That InfraTech failed to state any grounds for its appeal as  
26 required by 2 GAR §12104(b)(2) and that this appeal is  
therefore dismissed.


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2. That InfraTech did not submit a bid in response to IFB039-2011 and as such is not an actual or prospective bidder for the IFB. InfraTech therefore does not have the right to file a protest or appeal and this matter is dismissed.
  
3. That InfraTech filed this appeal frivolously and solely to disrupt GDOE's procurement process. InfraTech is therefore ordered to pay GDOE costs and attorney fees incurred in the defense of this appeal.

Dated this 29<sup>th</sup> day of December, 2011.

Respectfully submitted,

**GUAM DEPARTMENT OF EDUCATION**

By:   
**REBECCA M. PEREZ, ESQ.**  
*Legal Counsel*

# **Exhibit 12**

1 **GUAM DEPARTMENT OF EDUCATION**  
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6 Email: legal-admin@gdoe.net

7 *Attorney for Guam Department of Education*

8 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**  
9 **PROCUREMENT APPEAL**

10 IN THE APPEAL OF  
11 INFRATECH INTERNATIONAL, LLC,

APPEAL NO. OPA-PA-11-021

**DECLARATION REGARDING  
COURT ACTION**

Appellant.

12 The undersigned party does hereby confirm that to the best of her knowledge, no case or  
13 other action concerning the subject of this Appeal has been commenced in any court of Guam.  
14 All parties are required to and the undersigned party agrees to notify the Office of the Public  
15 Auditor within twenty-four (24) hours of being informed of the commencement of a court action  
16 regarding this Appeal or the underlying procurement action.

17 Dated this 29<sup>th</sup> day of December, 2011.

18 Respectfully submitted,

19 **GUAM DEPARTMENT OF EDUCATION**

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

**REBECCA M. PEREZ, ESQ.**  
*Legal Counsel*