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Bureau of Budget and  
Management Research

## AGREEMENT

**MATRIX DESIGN GROUP**

and

**GUAM ECONOMIC DEVELOPMENT AUTHORITY**

AGREEMENT FOR:

Professional Multi-Discipline Consulting Services for the Research, Development, Planning and Implementation of Economic Development Initiatives and Opportunities

AGREEMENT



CFD 1014- 4008

**THIS AGREEMENT**, made and entered with an effective date of August 14, 2014, by and between the Guam Economic Development Authority, Guam, a public corporation and autonomous instrumentality of the Government of Guam, whose address is 590 S. Marine Corps, Dr. Suite 511 ITC Building, Tamuning, Guam 96913, (hereinafter referred to as “GEDA”) and Matrix Design Group, duly licensed to do business in Guam, whose address is 388 South Marine Corps Drive, Suite 204, Tamuning, Guam 96913, (hereinafter called the “CONSULTANT”).

## **RECITALS**

**WITNESSETH**, that GEDA intends to engage the professional services of a CONSULTANT to perform services for the research, development, planning and implementation of economic development initiatives and opportunities, all as outlined in the Scope of Services at Attachment A and incorporated by reference herein (the “Project”).

**WHEREAS**, the services to be rendered are of special or temporary nature which have been determined to be in the best public interest to be performed under contract by professional personnel other than employees in the classified service to GEDA.

**NOW, THEREFORE**, GEDA and the CONSULTANT in consideration of the mutual covenants hereinafter set forth agree as follows:

### **ARTICLE I** **TERM OF CONTRACT**

The CONSULTANT agrees to furnish, perform and deliver all labor, supplies, materials and services as provided herein beginning the date indicated on the Notice to Proceed.

### **ARTICLE II** **SCOPE OF SERVICES**

The CONSULTANT agrees to perform all the professional services in connection with the Project. The services are as defined in "Attachment 1," which is incorporated herein by reference and made an integral part hereof. Services of the CONSULTANT shall be subject to the advice of GEDA through an authorization. Approval shall not in any way relieve CONSULTANT of responsibility for adequacy of the services. CONSULTANT shall, without additional fee, correct or revise any portion of the deliverable work product or services if GEDA finds that such revision or correction is necessary.

GEDA may require additional services not identified in the Scope of Services yet within the scope of the solicitation. Additional fees, if any, shall be determined in accordance with the price adjustment clause of this contract.

### **ARTICLE III TIME OF PERFORMANCE**

The CONSULTANT shall complete the services pursuant to a schedule that shall be developed in consultation with GEDA, and agreed to in writing. CONSULTANT shall prosecute such work diligently, using CONSULTANT's best efforts, in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event all of the services shall be completed within the time set forth and agreed to. In cases of an unforeseeable delay in meeting the schedule that will be set forth, the CONSULTANT shall notify GEDA immediately.

### **ARTICLE IV COMPENSATION**

The entire compensation of CONSULTANT for all services performed under this Agreement shall be based on completed tasks identified in the Work Order(s) for services. This amount shall include all out of pocket expenses incurred in rendering these services, and CONSULTANT shall not be entitled to receive any additional compensation, reimbursement or other payment beyond the amount set forth in the Work Order.

GEDA shall make payment upon submission of an invoice for completed work, and after receipt and acceptance of the scheduled deliverables. All expenses incurred by the

CONSULTANT in the execution of the provisions of this Agreement are subject to an audit review by GEDA.

**ARTICLE V**  
**FINAL PAYMENT**

Prior to final payment, and as a condition precedent thereto, the CONSULTANT shall execute and deliver to GEDA a release, in a form approved by GEDA, of claims against GEDA, arising and by virtue of this Agreement.

**ARTICLE VI**  
**OWNERSHIP OF DOCUMENTS**

All work, programs, design, specifications and other incidental work or materials developed and furnished hereunder shall be and remain the property of GEDA, and may be used on any GEDA work without any additional costs to GEDA. The CONSULTANT makes no warranties, either express or implied, regarding the suitability of the CONSULTANT work for other uses or applications not directly related to the Scope of Services under this Agreement.

**ARTICLE VII**  
**GEDA CHANGES**

(1) Change Order. By a written order, at any time, and without notice to surety, GEDA may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for GEDA in accordance therewith;
- (B) method of shipment or packing; or
- (C) place of delivery.

(2) Adjustments of Price or Time for Performance. If any such change order increases or decreases the CONSULTANT's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to

this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the CONSULTANT from proceeding with the contract as changed, provided that GEDA promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONSULTANT shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) 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 GEDA in writing, the CONSULTANT shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONSULTANT's claim unless GEDA is prejudiced by the delay in notification.

(4) Claims Barred After Final Payment. No claim by the CONSULTANT for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONSULTANT's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on GEDA'S Actions or Omissions, Notice of Claim Clause", or for breach of contract.

## **ARTICLE VIII** **PRICE ADJUSTMENT**

Any adjustment in contract price pursuant to clauses in this contract 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 the contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (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 GEDA of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GEDA 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 Act.

The 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.”

## **ARTICLE IX** **TERMINATION**

### A. Default.

(1.) If the CONSULTANT refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the GEDA may notify the CONSULTANT in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the GEDA, such officer may terminate the CONSULTANT'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 the GEDA may procure similar supplies or services in a manner and upon terms deemed appropriate by the GEDA. The CONSULTANT 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.) CONSULTANT's Duties. Notwithstanding termination of the contract and subject to any directions from the GEDA, the CONSULTANT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONSULTANT in which the territory has an interest.

(3.) Compensation. Payment for completed supplies delivered and accepted by the GEDA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONSULTANT and the GEDA; if the parties fail to agree, the

GEDA shall set an amount subject to the CONSULTANT's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The GEDA may withhold from amounts due the CONSULTANT such sums as the GEDA deems to be necessary to protect the GEDA against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

(4.) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-CONSULTANTS, the CONSULTANT shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if the CONSULTANT has notified the GEDA 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 territory 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 sub-CONSULTANT to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONSULTANT shall not be deemed to be in default, unless the supplies or services to be furnished by the sub-CONSULTANT were reasonably obtainable from other sources in sufficient time to permit the CONSULTANT to meet the contract requirements. Upon request of the CONSULTANT, the GEDA 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, the CONSULTANT's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GEDA 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 "sub-CONSULTANT" means sub-CONSULTANT at any tier.)

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

contains a clause providing for termination for convenience of GEDA, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the GEDA, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the CONSULTANT's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

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

**B. Termination for Convenience.**

(1.) The GEDA may, when the interest of the GEDA so require, terminate this contract in whole or in part, for the convenience of the GEDA. The GEDA shall give written notice of the termination to the CONSULTANT specifying the part of the contract terminated and when termination becomes effective.

(2.) CONSULTANT's Obligations. The CONSULTANT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the CONSULTANT will stop work to the extent specified. The CONSULTANT shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONSULTANT shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The GEDA may direct the CONSULTANT to assign the CONSULTANT's right, title, and interest under terminated orders or subcontracts to the territory. The CONSULTANT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3.) Right to Supplies. The GEDA may require the CONSULTANT to transfer title and deliver to the territory in the manner and to the extent directed by the GEDA:

(a) any completed supplies; and

(b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONSULTANT has specifically produced or specially acquired for the performance of the terminated part of this contract. The CONSULTANT shall, upon direction of the GEDA, protect and preserve property in the possession of the CONSULTANT in which the GEDA has an interest. If the GEDA does not exercise this right, the CONSULTANT shall use best efforts to



sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this§6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(4.) Compensation.

(a) The CONSULTANT 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 §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the CONSULTANT fails to file a termination claim within one year from the effective date of termination, the GEDA may pay the CONSULTANT, if at all, an amount set in accordance with Subparagraph (3) of this Paragraph.

(b) The GEDA and the CONSULTANT may agree to a settlement provided the CONSULTANT has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GEDA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the GEDA shall pay the CONSULTANT the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the CONSULTANT would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;

(iv) the reasonable settlement costs of the CONSULTANT 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 contract 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 contract. The total sum to be paid the CONSULTANT under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the CONSULTANT reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (2) and (3) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

## **ARTICLE X** **DISPUTES**

(a) All controversies between the GEDA and the CONSULTANT which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GEDA in writing, within 60 days after written request by the CONSULTANT for a final decision concerning the controversy; provided, however, that if the GEDA does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the CONSULTANT may proceed as if an adverse decision had been received.

(b) the GEDA shall immediately furnish a copy of the decision to the CONSULTANT, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(c) Any such decision shall be final and conclusive, unless fraudulent, or: (i) the CONSULTANT brings an action seeking review of the decision before the Office of the Public Auditor.

(d) The CONSULTANT shall comply with any decision of the GEDA and proceed diligently with performance of this contract pending final resolution by the Superior Court of

Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the GEDA; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GEDA, has made a written determination that continuation of work under the contract is essential to the public health and safety. CONSULTANT understands that disputes concerning money owed to or from the Government of Guam are to be resolved pursuant to the Government Claims Act.

(e) CONSULTANT and GEDA understand that all disputes for money owed to or from the Government of Guam are to be resolved pursuant to the government Claims Act.

#### **ARTICLE XI** **REMEDIES**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

#### **ARTICLE XII** **CLAIMS BASED ON GEDA'S ACTS OR OMISSIONS**

Notice of Claim. If any action or omission on the part of GEDA, or designee, requiring performance changes within the scope of the contract constitutes the basis for a claim by the CONSULTANT for additional compensation, damages, or an extension of time for completion, the CONSULTANT shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the CONSULTANT shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the CONSULTANT shall have given written notice to the GEDA:

(i) prior to the commencement of the work involved, if at that time the CONSULTANT knows of the occurrence of such action or omission;

(ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the CONSULTANT did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the GEDA in writing.

This notice shall state that the CONSULTANT regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The

GEDA, 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 GEDA.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the CONSULTANT believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) the CONSULTANT maintains and, upon request, makes available to the GEDA 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.

Limitations of Clause. Nothing herein contained, however, shall excuse the CONSULTANT 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 the contract.

Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

### **ARTICLE XIII** **ASSIGNMENT OF AGREEMENT NOT PERMITTED**

This Agreement requires the personal skills and services of CONSULTANT, and the CONSULTANT may not assign this Agreement, or any sum becoming due the CONSULTANT under the provisions of this Agreement, without prior consent of GEDA. CONSULTANT shall not be permitted to subcontract any portion of the Agreement without the prior written consent of GEDA. GEDA's approval of any subcontract shall not, in any event, relieve CONSULTANT of its responsibility under the Agreement. Any attempted assignment or subcontract without prior written consent shall be void.

**ARTICLE XIV**  
**GENERAL COMPLIANCE WITH LAWS**

The CONSULTANT shall be required to comply with all Federal and Territorial laws and ordinances applicable to the work.

**ARTICLE XV**  
**COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT 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.

**ARTICLE XVI**  
**PROHIBITION AGAINST GRATUITIES AND KICKBACKS PER 5 G.C.A. § 5630,**  
**ETHICAL STANDARDS**

The bidder, offeror, or CONSULTANT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

The bidder, offeror, or CONSULTANT represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**ARTICLE XVII**  
**NOTICES, CORRESPONDENCE AND PAYMENTS**

All notices, correspondence, and payments required to be sent to either party hereunder shall be sent to the parties at the address stated below, either by mail or delivered personally or by facsimile and confirmed by letter. Service of any notice or demand by mail shall be by registered letter, receipt requested, and shall be deemed effective ten (10) days after mailing or on the date actually received, whichever is first.

For the AUTHORITY:

Tel: (671) 647-4332

MANA SILVA TAJERON

Administrator (Acting)

GUAM ECONOMIC DEVELOPMENT AUTHORITY

Fax: (671) 649-4146

590 S. Marine Corps Dr

Suite 511, ITC Bldg.

Tamuning, Guam 96931

For the CONSULTANT:

DANIEL J. SCHNEPF

Principal-In-Charge

Tel: (671) 646-2120

MATRIX DESIGN GROUP, INC

Fax: (671)

388 S. Marine Corps Drive

Suite 204

Tamuning, Guam 96913

Each party may change its designated address by serving notice, in writing, on the other party as provided above.

#### **ARTICLE XVIII** **RESPONSIBILITY FOR SERVICES**

CONSULTANT is fully responsible for the quality and accuracy of its services. Neither acceptance of such services by GEDA, nor payment therefore, shall relieve CONSULTANT of this responsibility. CONSULTANT shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet the agreed upon schedule.

CONSULTANT warrants and represents that he has or will obtain at his own expense, all personnel required in performance of the services under this Agreement. Such personnel shall not be employees of GEDA.

CONSULTANT will perform such additional work as may be necessary to correct errors or omissions in the work required under this Agreement, without undue delay, and without additional cost to GEDA. Acceptance by GEDA of CONSULTANT's work does not relieve CONSULTANT of the responsibility of subsequent correction of such errors in his work without compensation.

None of the services covered by this Agreement shall be subcontracted without the prior approval of GEDA, except as specifically authorized herein.

**ARTICLE XIX**  
**INDEPENDENT CONSULTANT**

In the performance of this Agreement, CONSULTANT's status is that of an Independent CONSULTANT and not as an agent, partner, joint venturer or employee of GEDA or the Territory of Guam. CONSULTANT's conduct shall be in accordance with that status. If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**ARTICLE XX**  
**VENUE AND GOVERNING LAW**

Venue of any action brought under this Agreement shall lie in the Territory of Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the Territory of Guam.

**ARTICLE XXI**  
**INTEREST OF MEMBERS OF GEDA AND OTHERS**

No officer, member, or employee of GEDA and no members of its government body of the locality or localities in which the Project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds hereof.

**ARTICLE XXII**  
**SEVERABILITY**

If a provision of this Agreement, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

**ARTICLE XXIII**  
**ENTIRE AGREEMENT**

This Agreement and the incorporated documents listed in Article 2 above, as well as any Work Orders which shall subsequently amend the scope of services required hereunder, constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof.

**ARTICLE XXIV**  
**INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, **which shall be written by an insurance company authorized to do business in Guam.**

Workers' Compensation Insurance. The CONSULTANT shall procure and maintain for the life of this Agreement, Workers' Compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include employers' liability



with limits meeting all applicable state and federal laws. The policy must contain a waiver of subrogation in favor of GEDA, executed by the insurance company. Thirty (30) days notice of cancellation is required and must be provided to GEDA via Certified Mail, Return Receipt Requested.

**Comprehensive General Liability.** The CONSULTANT shall procure and maintain, for the life of this Agreement, comprehensive general liability insurance. This coverage shall be on an "occurrence" basis. Coverage shall include premises and operations; independent CONSULTANTS' products and completed operations and contractual liability with specific reference of Article 5 of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. Thirty (30) days notice of cancellation is required and must be provided to GEDA via Certified Mail, Return Receipt Requested.

**Business Automobile Liability.** The CONSULTANT shall procure and maintain, for the life of the Agreement, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days notice of cancellation is required and must be provided to GEDA via Certified Mail, Return Receipt Requested.

**Professional Liability.** Unless the CONSULTANT meets the self-insurance requirements described herein, the CONSULTANT shall procure and maintain professional liability insurance for the life of this Contract/Agreement, plus two (2) years after completion.

This insurance shall provide coverage for liability resulting from this Contract/Project. The minimum limits of coverage shall be \$1,000,000 per claim. The deductible will be the responsibility of the insured. Thirty (30) days notice of cancellation is required and must be provided to GEDA via Certified Mail, Return Receipt Requested. If the CONSULTANT self-insures, the CONSULTANT shall maintain an annual aggregate worth of not less than \$5,000,000 at all times during the life of this Contract/Agreement and shall provide GEDA with a copy of CONSULTANT's most recent audited financials prior to executing the

Contract/Agreement and provide GEDA with a copy of the CONSULTANT's audited financials for each year the Contract/Agreement is in effect.

**Policy Provisions.** All policies of insurance which this Agreement requires CONSULTANT to carry and maintain or cause to be carried or maintained shall be valid and enforceable policies, in such forms, for such amounts, for such times, and with such insurers as GEDA requires or approve. All policies or certificates of insurance issued by the respective insurers for comprehensive General Liability and Automobile Liability Coverage insurance will name GEDA and their respective directors, officers, agents, employees and representatives as additional insureds, as their interests may appear, provide that all losses shall be payable notwithstanding any act or failure to act or negligence of GEDA or any other person, state that the policy will be considered primary as regards to any other insurance coverage that GEDA may possess, including any self-insurance or deductible or retention, and any such other insurance shall be considered excess insurance only, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least 30 days after receipt of GEDA of written notice thereof, provide that the insurer shall have no right of subrogation against GEDA; and be reasonably satisfactory to GEDA in all other respects. In no circumstances will CONSULTANT be entitled to assign to any third party rights of action which CONSULTANT may have against the GEDA. In addition, the limits of liability required herein shall be on an occurrence basis, and the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company.

**Delivery of Policies.** CONSULTANT shall deliver or cause to be delivered promptly to GEDA certificates of insurance evidencing the insurance required by this Agreement and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, certificates of insurance evidencing each renewal policy covering the same risks.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by GEDA.

## ARTICLE XXV

## **INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless GEDA, its Board of Directors, and all its respective officers, agents, and employees from any loss, damage, liability, expense, and costs, including reasonable attorney's fees, because of damage to property or injuries to persons (including death) arising from any negligent act, omission, or breach on the part of CONSULTANT, its agents, employees and sub consultants, in connection with this Agreement, or from any breach of any of its obligations under this Agreement.

## **ARTICLE XXVI** **GUAM TAX**

CONSULTANT is solely responsible for payment of its applicable Guam taxes. This amount is not included in the Compensation prescribed in the Agreement at Article 2.

## **ARTICLE XXVII** **PROHIBITION AGAINST EMPLOYEMNT OF SEX OFFENDERS**

The CONSULTANT warrants that (1) no person providing services on behalf of the CONSULTANT 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.

*\*\*\* Signatures on Following Page(s) \*\*\**

14-0242 *Li* ①

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

**GUAM ECONOMIC DEVELOPMENT AUTHORITY**

**CONSULTANT: MATRIX DESIGN GROUP**

By: *[Signature]*  
**Mana Silva Taijeron**  
Administrator (Acting)

By: *[Signature]*  
**Daniel J. Schnepf**  
Principal-In-Charge

Date: 8/19/14

Date: 8/14/14

**CERTIFIED FUNDS AVAILABLE:**

**BUREAU OF BUDGET & MANAGEMENT RESEARCH:**

By: *[Signature]*  
**Gloria Molo**  
GEDA Certifying Officer

By: *[Signature]* **CLEARED PER BBMR'S REVIEW**  
**Anthony Blaz**  
Acting Director

Date: 8/14/14  
*Not Done/HRRA Receivable- 100-7240/RESERVE (GEDA) H*

Date: 8-27-14

**APPROVED AS TO FORM AND LEGALITY:**

By: *[Signature]*  
**Leonardo M. Rapadas**  
Attorney General of Guam

Date: 10/13/14

*GEDA 14-0242*



**RECEIVED**

**AUG 20 2014**

**Bureau of Budget and Management Research**

**APPROVED:**

**GOVERNOR OF GUAM**

*[Signature]*  
**EDWARD J.B. CALVO**

**OCT 16 2014**

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





**GUAM ECONOMIC DEVELOPMENT AUTHORITY  
 REQUEST FOR PROPOSAL NO. 14-008  
 FOR PROFESSIONAL MULTI-DISCIPLINE CONSULTING SERVICES FOR THE RESEARCH,  
 DEVELOPMENT, PLANNING AND IMPLEMENTATION OF ECONOMIC DEVELOPMENT  
 INITIATIVES AND OPPORTUNITIES**

**RFP Issue Date: March 28, 2014**

**Number of Pages: 42**

**Proposal Due Date and Time:  
 April 25, 2014  
 4:00 p.m., Chamorro Standard Time**

**ISSUING AGENCY INFORMATION**

Guam Economic Development Authority  
 Henry J. Taitano, Administrator  
 ITC Building, Suite 511  
 590 South Marine Corps Drive  
 Tamuning, Guam 96913  
 Phone: (671) 647-4332  
 Fax: (671) 649-4146  
 Website: <http://www.investguam.com>

**Administrative Services Officer / Procurement Officer / Single Point of Contact:**  
 Gloria Molo  
 Guam Economic Development Authority  
 ITC Building, Suite 511  
 590 South Marine Corps Drive  
 Tamuning, Guam 96913  
 Email: [gmolo@investguam.com](mailto:gmolo@investguam.com)  
 Phone: (671) 647-4332

**INSTRUCTIONS TO OFFERORS**

**Return Proposal to:**  
 Gloria Molo  
 Guam Economic Development Authority  
 ITC Building, Suite 511  
 590 South Marine Corps Drive  
 Tamuning, Guam 96913

**Mark Face of Envelope/Package:**  
 RFP Number: RFP-14-008  
 RFP Title: Professional Multi-Discipline Consulting  
 Services For The Research, Development, Planning  
 And Implementation Of Economic Development  
 Initiatives And Opportunities  
 Proposal Due Date: April 25, 2014, 4:00 p.m.  
 (Chamorro Standard Time)

**OFFERORS MUST COMPLETE THE FOLLOWING**

**Offeror Name/Point of Contact/Address:**

**Authorized Offeror Signatory:**

**(Please print name and sign in ink)**

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror Federal I.D. Number:**

**Offeror E-mail Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS**

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## OFFEROR'S CHECKLIST

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.

### The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GEDA of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume GEDA will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GEDA. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, Non-collusion Affidavit form, etc.
8. \_\_\_\_\_ **Check GEDA's website for RFP addenda.** Before submitting your proposal, check GEDA's website at <http://www.investguam.com> to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.



**SECTION 1: SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b> (all times are Chamorro Standard Time (ChST))	<b><u>LOCATION</u></b>
<b>RFP Issue Date</b>	March 28, 2014	GEDA office located at ITC Building, Suite 511 590 S. Marine Corps Dr. Tamuning, Guam <a href="http://www.investguam.com">www.investguam.com</a>
<b>Deadline for Receipt of Written Questions</b>	4:00 p.m. on April 4, 2014	Single Point of Contact
<b>Issuance of Answers to Written Questions</b>	April 8, 2014	
<b>Pre-proposal Conference</b>	None scheduled at this time.	
<b>Proposal Due Date</b>	4:00 p.m. on April 25, 2014	GEDA Receptionist Desk

## SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS

### 2.0 PROJECT OVERVIEW

The Guam Economic Development Authority (“GEDA”) is statutorily mandated to assist with the development and implementation of an integrated program for and be a catalyst in the economic development of Guam. Accordingly, GEDA is soliciting proposals from qualified individuals or firms to provide multi-disciplinary professional services to assist GEDA with the research, development, planning, and implementation of economic initiatives and opportunities. The selected consultant, consultants or consultant team (“Selected Consultant”) must possess expertise in a diversity of disciplines and be readily available to advise, support, and collaborate with GEDA and the Government of Guam in the following areas: research, planning, administrative support, program management and support, project management, environmental consulting, Department of Defense impact analysis, social and economic impact analysis, business planning and studies, enhancement of federal funding opportunities, and other professional advisory services as requested by GEDA.

GEDA reserves the right to make an award to one or more offerors. The Selected Consultant will provide services on a task order basis.

GEDA anticipates that the first Task Order will be to complete and update the Hagåtña Master Plan consistent with Governor Eddie Baza Calvo’s policy to revitalize Hagåtña and the Hagåtña Restoration and Redevelopment Act (codified at 21 GCA Section 79101 et seq.).

### 2.1 REQUEST FOR PROPOSAL

**2.1.1. Availability.** This Request for Proposal (“RFP”) is available for download from GEDA’s website at [www.investguam.com](http://www.investguam.com) and public inspection at GEDA’s Office located at the ITC Building, Suite 511, 590 South Marine Corps Drive, Tamuning, Guam, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. A copy of the RFP may be picked up at the GEDA office or mailed or e-mailed to a prospective offeror by GEDA upon receipt of payment of a non-refundable fee of Fifty U. S. Dollars (\$50.00) payable in cash, or by cashier’s or certified check payable to the Guam Economic Development Authority. Upon obtaining this RFP through any means, prospective offerors must complete the Acknowledgement of Receipt Form set forth as an Attachment to this RFP and return the completed form to GEDA in order to receive any addenda or other notices related to this RFP. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GEDA may result in the prospective offeror not receiving notices from GEDA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

**2.1.2. Amendments.** GEDA reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. The amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have submitted the Acknowledgement of Receipt Form to GEDA and shall also be made available on GEDA’s website. All prospective offerors who have submitted the Acknowledgement of Receipt Form to GEDA must acknowledge receipt of all amendments or addenda issued.

### 2.2 RESERVED

RFP 14-008  
PROFESSIONAL MULTI-DISCIPLINE CONSULTING SERVICES  
FOR THE RESEARCH, DEVELOPMENT, PLANNING AND IMPLEMENTATION  
OF ECONOMIC DEVELOPMENT INITIATIVES AND OPPORTUNITIES

## **2.3 PRE-PROPOSAL QUESTIONS AND CONFERENCE**

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the procurement officer referenced above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

**2.3.2 GEDA's Answers.** GEDA will provide an official written answer by the date set forth in the Schedule of Events to all questions received by the stated due date. GEDA's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GEDA. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GEDA's answers. Offerors must sign and return all addenda with their proposals.

**2.3.3 Pre-proposal Conferences.** Pre-proposal conferences, if any, will be permitted anytime prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up an RFP and submitted an Acknowledgement of Receipt Form. GEDA will notify all offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

## **2.4 PROPOSALS**

**2.4.1. General.** Proposals must be in writing, signed in ink, and prepared as described in Section 6. Offerors must clearly mark one proposal as "ORIGINAL" and provide seven (7) hard copies and one (1) electronic copy (in .pdf format) on a CD. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GEDA as being non-compliant.

**2.4.2. Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**2.4.3. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

**2.4.4. No Late Proposals.** Proposals must be received at the receptionist's desk at GEDA's office by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**2.4.5. GEDA Not Responsible for Preparation Costs.** The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GEDA shall be at the sole cost and expense of the offeror. GEDA is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

**2.4.6. All Timely Submitted Materials Become GEDA Property.** All materials submitted in response to this RFP become the property of GEDA and shall be appended to any formal documentation, which would further define or expand any contractual relationship between GEDA and offeror resulting from this RFP process.

**2.4.7. Rejection of Proposals.** Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GEDA or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

## **2.5 DISCUSSIONS AND EVALUATION**

**2.5.1. Evaluation Committee.** Upon opening the proposals received in response to this RFP, the Administrator of GEDA will establish an evaluation committee to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

**2.5.2. Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the offeror's qualifications; and (2) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussions may be video or tape-recorded. At least one key offeror representative must be present for such discussions. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**2.5.3. Evaluation of Proposals.** The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation team may utilize other sources for technical assistance and guidance.

**2.5.4. Selection of the Best Qualified Offerors and Award.** After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified to provide the required services. The procurement officer will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the GEDA Administrator. Once approved, GEDA shall negotiate a professional services agreement with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable. If compensation, contract requirements, and contract documents are agreed upon with the best qualified offeror, a recommendation will be made to the GEDA Board of Directors and/or such other entities that may be required for award to that offeror. If negotiations fail with the best qualified offeror, GEDA may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

## **2.6 CONTRACT**

**2.6.1. Professional Services Agreement.** A Professional Services Agreement will be entered into between the Selected Consultant and GEDA and will include Task Order No. 1 to complete and update the Hagåtña Master Plan. The decision to issue and award follow on Task Orders shall be at the sole discretion of GEDA and shall be subject to certain conditions, including, but not limited to: the availability of funds, satisfaction with the consultant's work, successful negotiation of fee and scope of work for the follow-on work, and a determination that it is in the best interest of the government not to issue a new RFP for the follow-on work. The issuance of additional Task Orders or the option to extend the term of the contract is not guaranteed and is always at GEDA's sole discretion, and is not subject to agreement or acceptance by the Selected Consultant.

**2.6.2. Term of Contract.** The term of the agreement shall be for a period of three (3) years with two two-year options to extend at the sole discretion of GEDA. The services of the professional consultant shall at all times be subject to termination at the discretion of GEDA. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore. The contract shall provide that, in the event funds are not available for any succeeding fiscal period, the remainder of the contract shall be cancelled. Offerors are referred to Section 3121(e) of the Guam Procurement Regulations, the terms of which are incorporated herein.

## **2.7 REQUIRED AFFIDAVITS AND ASSURANCES**

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-6**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government 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 proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3). **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a



purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5). 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 Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 G.C.A. § 5801 (Attachment A-6). 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.
- Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6). In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any contract to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, 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.

**2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

(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.

## **SECTION 3: GENERAL INFORMATION**

### **3.0 AUTHORITY**

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations and in furtherance of GEDA's enabling legislation (12 GCA Chapter 50). The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### **3.1 OFFEROR COMPETITION**

GEDA encourages free and open competition among offerors. Whenever possible, GEDA will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy GEDA's need to procure technically sound, cost-effective services and supplies.

### **3.2 SINGLE POINT OF CONTACT**

From the date this RFP is issued until final award, offerors shall not communicate with any Hagåtña Restoration and Redevelopment Authority ("HARRA") or GEDA staff, GEDA Board or HARRA Commission Members or officials regarding this procurement, except at the direction of Gloria Molo, Administrative Services Officer and the procurement officer in charge of this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Gloria Molo  
Guam Economic Development Authority  
ITC Building, Suite 511  
590 South Marine Corps Drive  
Tamuning, Guam 96913  
Phone Number: (671) 647-4332  
Fax Number: (671) 649-4146  
Email: gmolo@investguam.com

### **3.3 SUBCONTRACTORS**

GEDA reserves the right to approve all subcontractors. The firms and/or individuals selected by GEDA to provide the services solicited under this RFP shall be responsible to GEDA for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and GEDA.



### **3.4 TAXES**

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

### **3.5 LICENSING**

Offerors are cautioned that they are subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation. Offerors are required to obtain all licenses required to provide the services solicited in this RFP.

### **3.6 RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract.

### **3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **3.8 DETERMINATION OF RESPONSIBILITY**

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

### **3.9 COMPLETENESS OF PROPOSALS**

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

### **3.10 RESERVED**

### **3.11 FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GEDA may also deem non-responsive and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

### **3.12 GEDA'S RIGHTS RESERVED**

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

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of GEDA not to proceed with contract execution; or
- If awarded, terminate any contract if GEDA determines adequate funds are not available.

### **3.13 NONDISCLOSURE OF DATA**

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

### **3.14 DEBARMENT**

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

## SECTION 4: SCOPE OF SERVICES

The Selected Consultant will be expected to provide services to assist GEDA with carrying out its economic development statutory mandates, including but not limited to:

- Master and Strategic Planning;
- Economic Policy Advice;
- Land Use Planning and Zoning;
- Economic Impact Analysis;
- Public Information and Outreach;
- Urban Design;
- Fiscal/Financial Advisory Services (not bond related);
- Environmental Impact Analysis and Assessment;
- Transportation and Infrastructure Assessments;
- Department of Defense Impact Analysis and Assessment;
- Project Management;
- Project Management; and
- Research and Development

The above general services will be refined for each Task Order issued. The following are examples anticipated Task Orders. Offerors are advised that the issuance of Task Orders is not guaranteed and the examples provided herein are not exhaustive and are intended to provide a general overview of the expertise and experience solicited under this RFP.

- Development of specific Government of Guam Department/Agency master plans, such as the Department of Education Master Plan for Educational Facilities;
- Preparation of village, municipal and regional development and land use plans – similar to the Inarajan Historic Architectural District Revitalization Plan;
- Financial analysis of specific internal and external economic initiatives to determine their impact on Guam's economy and fiscal health, such as various economic initiatives that support the tourism industry;
- Integration of various functional plans into a comprehensive management plan including policy direction, project analysis, project scheduling and coordination, such as a capital improvement program servicing Chamorro Land Trust residential, agricultural and commercial properties;
- Review of current Government of Guam operational practices, which directly influence program execution, with the goal of establishing or baselining new best practices or protocols, such as an analysis and recommendation of procedures, rules and operations to make Guam more business-friendly.

Prospective offerors will be evaluated on the basis of their capacity and capability to respond to potential future Task Orders. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and opportunities that need innovative solutions.

## **Scope of Services for Task Order No. 1 – Completion and Update of the Hagåtña Master Plan**

The following scope of services for Task Order 1 may be refined and revised prior to issuance of the Task Order by GEDA:

### **I. Project Description**

The Hagåtña Restoration and Redevelopment Authority (HRRA) is responsible for developing a Master Plan to carry out the purposes set out in the Hagåtña Restoration and Redevelopment Act. The Master Plan shall include the planning, preparation, development, construction, acquisition, lease, disposition, reconstruction, improvement, alteration, extension, repair, maintenance and operation of the Hagåtña Restoration and Redevelopment Project; shall include the terms and conditions for the reuse of the properties; shall include standard of eligibility for ownership or occupancy of housing, dwellings and facilities; shall include installation, construction or reconstruction of streets, utilities, parks, playgrounds and other public improvements. GEDA and HRRA have entered into a Memorandum of Understanding so that GEDA can assist in updating the Master Plan and provide other services to achieve the goals of the Hagåtña Restoration and Redevelopment Act.

HRRA had already engaged, documented and paid for the development of a Phase 1 Research Report and a Phase 2 Land Use Plan for the city of Hagåtña. The HRRA seeks to update the Research Report and Land Use Plan and complete the remaining portion of a sustainable, financially stable, and viable Hagåtña Master Plan. The planning horizon for the updated plan will be 2030. The Hagåtña Master Plan will guide the creation of a city with community vision, growth and development policies, and implementation strategies. Offerors must be skilled in helping our community agree on a vision and the means to achieve it. The revitalization of Hagåtña will occur with the “Restoration and Redevelopment” of our Capital City. Included in those aspects are planning and replanning, reconstruction, or rehabilitation, or any combination of these and the provision of such residential, commercial, industrial, public, or other structures or spaces as may be appropriate or necessary in the interest of the general welfare.

#### **1) Plan Term & Update**

The Hagåtña Master Plan horizon is 2030. Although a long-range Master Plan, it should be considered a dynamic document. The Selected Consultant will be expected to include a system within the plan for a review and update every five (5) years. The Master Plan is expected to be flexible enough to allow for possible amendments that may be necessary to reflect the ever changing needs, values and conditions of the community.

#### **2) Project Oversight**

The Master Plan project will be administered by GEDA with direction and oversight by the HRRA. The Selected Consultant should expect to work closely with GEDA and HRRA throughout the project period to discuss and coordinate project benchmarks, community involvement, work products, interim presentations and unexpected hindrances to timely completion of the project.

The HRRA Board of Commissioners shall be the first to review the Master Plan and upon approval by the Board, the document shall be forwarded to the Governor and then to the Legislature for approval.

### **3) Coordination & Cooperation**

The magnitude and potential impact of this project necessitates cooperation and coordination with Government of Guam agencies and departments. The Selected Consultant will be expected to consult with, and if need be, cooperate with, all Government departments and agencies with pertinent information related to the expected plan elements. The Selected Consultant will also be expected to incorporate and/or make note of existing plans that may affect Hagåtña.

### **4) Public Participation**

The public participation process should involve a wide cross-section of residents, organizations and networks, appropriate meeting and discussion formats, and information dissemination. It is the desire of the HRRRA to address any public issues or concerns early in the planning process, to keep the public informed and to provide opportunities for public input into the activities of HRRRA.

Master Plan approval by the Legislature and the Governor is required by law. As part of the approval process, the Legislature shall hold a public hearing. In an effort to incorporate public views in the decision making process, the Selected Consultants is required to create a plan for public participation to include a process to disseminate information to the public and allow for public input, regarding the plan. The HRRRA website should be utilized to inform the public as well. The HRRRA views public participation as a vital part of its work.

## **II. Work Tasks, Deliverables and Schedule**

The following activities and deliverables will be undertaken by the Selected Consultant within the schedule provided for each activity, which is subject to further refinement and revision prior to issuance of the Task Order:

### **1) Update the Phase 1 Research Report (July 15, 2005)**

The Research Report is an assessment and analysis of existing conditions and trends. The update shall include an analysis of utility agency projects slated for Hagåtña and the priority given by agencies to Hagåtña projects; a series of maps that depict current infrastructure capacities and future anticipated capacities from infrastructure agency plans; associated charts, formulas, graphs, tables utilized to create the updated Research Report; and a map depicting the location of all public buildings (local and federal). Upon completion of the update, the Selected Consultant shall prepare a summary report and present findings to the HRRRA Board of Commissioners in the form of an updated report following the format of the existing report such that it can be used by prospective developers interested in investing in Hagåtña. Completion date is within one calendar month after Notice to Proceed ("NTP"). Attachment C contains the Research Report that requires updating.

### **2) Update Alternative Plans**

The existing Land Use Plan Phase 2 100% Submittal (December 23, 2005) contains three (3) alternative plans. These three (3) alternative plans will be updated by the Selected Consultant. Communication with GEDA and the HRRRA during the updating process is vital. At least two public meetings shall be held during the process of updating the alternative plans. The three (3) alternatives and the preferred alternative shall be presented to the Board of Commissioners prior to developing the Final Master Plan. Completion date is within one calendar

month after NTP (excluding the time required for notification and holding public meetings). Attachment D contains the Land Use Plan 100% Submittal including the three (3) alternative plans.

**3) Update the Land Use Plan 100% Submittal**

The final updated plan is expected to be developed after the Research Report and the Alternative Plans are updated. The plan shall contain the updated principles and actions and priorities of the actions to be implemented; the preferred option; an executive summary for presentation purposes; a list of references; a list of existing plans related to Hagåtña; and a summary and results of public participation process. The Selected Consultant must review all applicable laws and liaise with the Legislature to determine the components of the Master Plan that need to be submitted to the Legislature for approval to include whether the Capitol/Cultural District Plan and other District Plans (e.g., Paseo, industrial, neighborhood, business, Hagåtña River, etc.) must be prepared and submitted along with the Master Plan. Completion date is within two calendar months after NTP if District Plans need not be included in the Master Plan.

**4) Establish a Zoning Code for Hagåtña**

The zoning code must implement the land use plan and address the following; 1) penalties for violations of zoning; 2) Alternatives for and enforcement of zoning; 3) funding for enforcement and 4) Review & appeals process. Additionally, given the changes that may occur upon adopting a new zoning code, it is important to address potential non-conforming issues. The Selected Consultant must develop a method of dealing with this issue to include a review and appeals process. The Selected Consultant shall analyze and provide recommendations on marrying the zoning code with Guam's existing zoning code or creating a completely new code for Hagåtña. The Zoning Code and Zoning Map (to include Flood Zones) in the form of draft legislation is expected to be completed within 4 calendar months after NTP.

**5) Establish the Design Guidelines and Regulations for the City**

Hagåtña is destined to be a pedestrian oriented community, thus, the design guidelines and regulations should reflect this desired character. With respect to this element of the plan, continuous consultation with the HRRRA is required. The Land Use Plan 100% Submittal includes a list of Design Guidelines that should be considered when drafting the final Design Guidelines & Regulations. The Selected Consultant shall also prepare an analysis and provide recommendations concerning the creation of a "Main Street" corridor which will serve as a focal point for Hagåtña economic activity. Completion of this task is scheduled for 4 calendar months after NTP.

**6) Develop an Implementation Schedule**

The Implementation Schedule should outline how the plan is to be implemented, provide incentives for infill development, and address how each component is to be funded. Completion date is to be determined.

**7) Possible Additional Tasks**

a. A public outreach program must be immediately developed and implemented to keep the public informed of HRRRA activities and to solicit input. An analysis of HRRRA's existing website with

recommendations on improvements to increase public awareness and input will be completed within 2 weeks after NTP.

b. An analysis of the economic impact of all recommendations.

c. An analysis of impediments to revitalization of Hagåtña and recommendations to remove/mitigate impediments including requirements for implementation of the Hagåtña River project; potential for relocation, alternative locations and/or recommended methods to mitigate aesthetic and environmental impacts and estimated costs of Sewer Island; ownership of government property and infrastructure; on and off-street parking; etc. Completion within 6 months from NTP.

d. Other activities as identified by GEDA.



**SECTION 5: EVALUATION CRITERIA**

**5.0 EVALUATION**

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1000 points. In the evaluation, rating and selection of proposals, the factors and their relative importance will be as follows:

<b>Evaluation Criteria</b>	<b>Value</b>
<p><b><u>Conformance with RFP requirements.</u></b> Proposals will be awarded a maximum of one hundred (100) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at GEDA's discretion.</p>	100 points
<p><b><u>Organization and Knowledge of Guam.</u></b> Offeror's organization and qualifications will be evaluated including the offeror's commitment and availability to complete the project(s) in the required timeframe; offeror's presence on Guam or description of plans to effectively provide the services required under this RFP; the qualifications of the offeror's project manager, management team, key personnel, and technical experts; the offeror's familiarity with the island of Guam, its issues and opportunities; and the offeror's organizational plans to effectively complete this project. A maximum of two hundred (200) points will be awarded under this criterion.</p>	200 points
<p><b><u>Qualifications, Experience and Expertise</u></b> Offerors will be evaluated on their overall experience in providing the services identified in this RFP and for comparable programs or projects of similar size, scope, budget, and complexity. The education, training, and general and specific experience of key personnel, management, and technical staff, including the designated project manager to be assigned to plan, implement and manage the services provided by the offeror will be assessed. The references provided by offerors will be assessed. Offerors past work will be examined. A maximum of Three hundred (300) points will be awarded under this criterion.</p>	400 points
<p><b><u>Project Approach</u></b> Effectiveness and comprehensiveness of strategy in carrying out the scope of services solicited under this RFP, to include managing a limited resource pool while ensuring program goals are met and coordinating efforts of multiple consultants, suppliers, contractors, and multiple stakeholders through multiple media to provide professional, cost effective services. Offerors will also be evaluated on the effectiveness and comprehensiveness of their approach to provide the services under Task Order No. 1. A maximum of two hundred (200) points will be awarded under this criterion.</p>	100 points
<p><b><u>Communication Skills</u></b> Offerors will be evaluated on the effectiveness of the offeror's communication skills or attributes; how interdisciplinary communications will be handled to ensure current and</p>	200 points



<b>Evaluation Criteria</b>	<b>Value</b>
relevant information is being incorporated, handled, and or leveraged; and the quality of the examples for communicating with the public and senior policy makers will be evaluated. A maximum of two hundred (200) points will be awarded under this criterion.	
<b>MAXIMUM POINTS</b>	<b>1000 points</b>

## SECTION 6: PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section.

### 1. Introduction.

- a. Cover letter (must be on offeror's letterhead)
  - i. Point of Contact. The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.
  - ii. Contact Information. Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business and a website address.
- b. Confirmation Statement. A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

**“(Offeror's Name)” understands and will comply.**

### 2. Company Overview.

- a. Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. Year firm established. Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name.
- d. Participating branch offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).
- e. Office on Guam. State whether offeror currently has an office(s) on Guam, and, if not, explain offeror's plans to effectively provide the services required under this RFP Guam.
- f. Knowledge of Guam. Demonstrate offeror's knowledge and familiarity of Guam, its issues and opportunities.

### 3. **Qualifications, Experience and Expertise of Offeror.**

- a. **Executive Summary.** Submit an Executive Summary with a brief description of how offeror qualifies to provide the services solicited under the RFP. Include a statement regarding offeror's commitment and availability to complete the projects in the required timeframes.
- b. **Overall Project Manager.** Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GEDA and the Selected Consultant for all work under the contract. The manager candidate may be subject to the approval of GEDA.
  - i. Provide his/her resume.
  - ii. Describe his/her qualifications, including education, experience, and professional organizations.
  - iii. Explain why this person has been selected as the overall project coordinator/manager.
  - iv. Indicate whether the Project Manager will reside on Guam.
- c. **Key personnel.** Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management, technical experts, and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project, to include specific experience on projects similar to that described in the RFP. Explain whether offeror's key personnel will reside on Guam.
- d. **General and specific experience of offeror**
  - i. Include a detailed statement of the offer's experience in providing similar services for projects of similar size, scope, budget, and complexity as those envisioned by this RFP within the last three years. In addition, offerors must include a detailed statement of their overall experience in providing the services required by this RFP. If submitting project for which the offeror participated in an auxiliary capacity or in a joint venture or partnership or as part of a team, include the name and contact information of the lead team member/partner/entity and the role of the offeror.
  - ii. Discuss the offeror's experience with the government of Guam or any of its agencies, if any.

- e. **Client list and work.** Include a listing of current and former clients and a description of the type of work performed or is being performed.
- f. **References.** Offeror shall provide a minimum of three (3) references to which offeror has provided services similar to those solicited in this RFP. The references must include all government entities to whom the offeror, preferably within the last 5 years, has provided services. At a minimum, the offeror shall provide the reference name, the location where the services were provided, contact person(s), telephone number, a complete description of the services provided, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. GEDA reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

**4. Provision of Services.**

- a. **Overall project approach.** Offerors should provide a detailed description of its proposed plan and the methods to be used that will convincingly demonstrate to GEDA how the offeror intends to carry out the required scope of services and the timeframes necessary to accomplish the work. At a minimum the proposed plan should specifically identify obligations of GEDA upon which the proposed plans are contingent, include the recommended methods and means to assure the best value and identify opportunities for cost savings, identify any unique processes or tools that will assist in streamlining planning and program management delivery, and outline offeror's approach to its interaction with GEDA, the Government of Guam, and other stakeholders to ensure program/project success.
- b. **Task Order No. 1 – Hagåtña Master Plan.** Discuss any unique aspects of this task order, alternative approaches GEDA should consider or special considerations related to this project. Creativity is encouraged where experience of the offeror with similar projects would provide a more effective means of attaining the objective. Submit a proposed work plan, which should include as a minimum, sufficient detail to demonstrate how each goal, objective, and/or deliverable will be accomplished. Identify offeror personnel who will work on this project. Identify any issues with the completion schedules proposed in this RFP.

**5. Communication Skills.** The success of the government of Guam depends in large part upon building community consensus for initiatives or actions to address development challenges and implement development opportunities. The project scope contemplated under this RFP is technically complex and highly dynamic and fluid, thus demanding effective communication skills or attributes.

- a. Discuss how client communications will be handled to ensure that offeror is in sync with GEDA and other stakeholders.

- b. Discuss how interdisciplinary communications will be handled to ensure current and relevant information is being incorporated, handled and/or leveraged.
  - c. Provide examples of some of your most effective community outreach efforts that communicate complex data to the average lay person. Provide no more than five examples per category and not less than three per category.
  - d. Provide examples of some of your most effective communication tools used to convey complex issues to senior decision/policy makers. Provide no more than three examples.
6. **Conflicts of Interest.** The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GEDA, the Government of Guam or any of its agencies or instrumentalities.
7. **Qualification to do Business.** The consultant must be certified to do business in Guam concurrent with the execution of the professional services agreement. Please submit a statement indicating offeror's intent to comply with this requirement.
8. **Affirmative Action.** Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
9. **Required documentation:**
  - a. Major Shareholders Disclosure Affidavit (Attachment A-1)
  - b. Non-Collusion Affidavit (Attachment A-2)
  - c. Non-Gratuity Affidavit (Attachment A-3)
  - d. Affidavit Regarding Contingent Fees (Attachment A-4)
  - e. Ethical Standards Affidavit (Attachment A-5)
  - f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)

**ATTACHMENT A-1: MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

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

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

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

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

**ATTACHMENT A-2: NON-COLLUSION AFFIDAVIT**

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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.









**ATTACHMENT A-6: DECLARATION REGARDING COMPLIANCE  
WITH U.S. DOL WAGE and BENEFITS DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

(1) That I am \_\_\_\_\_ [please select one: 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

AG 12-0198  
April 10, 2012

AG Procurement Form 006 (Feb. 16, 2010)

WD 05-2147 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2147  
Revision No.: 15  
Date Of Revision: 06/19/2013

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
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59

05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64

12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86

16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43

23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21

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PROFESSIONAL MULTI-DISCIPLINE CONSULTING SERVICES  
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30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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 ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial 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 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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 employed (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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. [See Section 4.6 (C) (vi)] 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 conformed.

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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

**ATTACHMENT B: HAGATÑA RESEARCH REPORT**

(See CD attached)

**ATTACHMENT C: HAGATÑA MASTER PLAN**

(See CD attached)

**ATTACHMENT D: ACKNOWLEDGEMENT OF RECEIPT FORM**

Please acknowledge receipt of

*RFP-14-008*

**FOR PROFESSIONAL MULTI-DISCIPLINE CONSULTING SERVICES FOR THE RESEARCH,  
DEVELOPMENT, PLANNING AND IMPLEMENTATION OF ECONOMIC DEVELOPMENT  
INITIATIVES AND OPPORTUNITIES**

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving RFP** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding RFP** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Physical Address** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

RFP 14-008  
PROFESSIONAL MULTI-DISCIPLINE CONSULTING SERVICES  
FOR THE RESEARCH, DEVELOPMENT, PLANNING AND IMPLEMENTATION  
OF ECONOMIC DEVELOPMENT INITIATIVES AND OPPORTUNITIES