

**UOG RFP NO. P21-01:
ARCHITECTURAL & ENGINEERING SERVICES
FOR EDA GRANT AWARD NO. 07-79-07557**



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

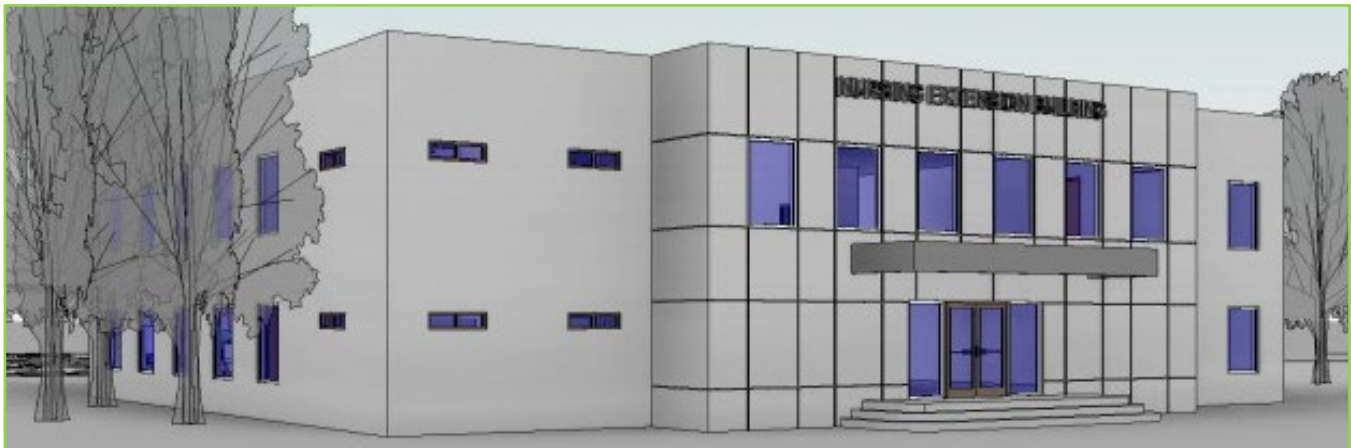
In partnership with



**UNIVERSITY OF
GUAM**
UNIBETSEDÁT GUAHAN



PROJECT LOCATION MAP



INTRODUCTION TO THE SCIENTIFIC EDUCATION AND RESEARCH FACILITIES CONSTRUCTION PROJECT

The University of Guam (UOG) was awarded a \$8.5 million federal grant to construct the UOG SCIENTIFIC EDUCATION AND RESEARCH FACILITIES CONSTRUCTION PROJECT to serve the Guam community. The grant gives UOG the opportunity to solicit for **Architectural and Engineering (Basic Services)** to support this high profile, regionally impactful economic development project on UOG's main campus in Mangilao, Guam.

The grant is a U.S. Economic Development Administration (EDA) Investments for Public Works and Economic Development Facilities grant and funds 83% of the construction of the **UOG Scientific Education and Research Facilities Construction Project (EDA Investment No. 07-79-07557)**. UOG's *Facilities Management & Services* unit and the *Research Corporation* of the University of Guam (RCUOG) will implement the grant.

This project consists of the sequential design and construction of two separate buildings on campus. Each building is about 12,000 square feet in size and must be designed for their dedicated purposes. One building will increase UOG's scientific educational space for nursing students. The other building will increase the research, work, and training space for the Water and Environmental Research Institute of the Western Pacific at UOG. These two buildings will provide a lasting impact for the regional economy and serve as a hub for generating a skilled and experienced work force.

GENERAL INFORMATION

The sequential design and construction for the UOG **Scientific Education and Research Facilities Construction Project** requires the design and new construction of the two separate buildings with a combined size of 24,540 square feet of reinforced concrete. The two (2) separate sites are in UOG's main campus, Mangilao, Guam. See PART 2 for more details on each building's story levels, square footage per floor, and prospective views on site location.

SCOPE OF WORK

The work to be performed by the successful Offeror for this solicitation will consist of the following:

1. **Project Design:** The successful Offeror for this solicitation shall work with UOG's project representatives to develop a complete set of project design drawings and technical specifications during the project's planning and design phases.
2. **Construction Award:** The successful Offeror for this solicitation will work with UOG's project representatives to ensure the Construction Solicitation and Award of the Construction Project complies with the federal requirements set forth in the Exhibits attached to Part 1 herein and that the construction contract complies with the EDA contracting provisions for construction projects.
3. **Construction Administration:** The successful Offeror for this solicitation will work with UOG's project representatives to provide administration of the construction contract to ensure the project is being constructed in accordance to the project's plans and design.

See the more detailed scope of work herein.

SCHEDULE REQUIREMENTS

UOG is intending for occupancy of the building before December 31, 2025. The following schedule provides the grant's required milestones to accomplish work in accordance with this goal. Please include a proposed schedule in your proposal offer. A schedule will be finalized in consultation with the selected Consultant to ensure project continuity and achieve the best results in a reasonable period of time.

- **START OF CONSTRUCTION:** February 10, 2023 (24-months from February 11, 2021, the date of grant award.)
- **COMPLETION OF CONSTRUCTION:** February 10, 2025 (48-months from February 11, 2021, the date of grant award.)
- **COMPLETION OF GRANT PROJECT:** February 10, 2026 (60-months from February 11, 2021, the date of grant award.)

PART 1 OF 2 THE WRITTEN PROPOSAL AND PART 2 OF 2 THE SEALED PRICED PROPOSAL

This solicitation packet UOG RFP No. P21-01 consist of five (5) parts: **PART 1** - INSTRUCTIONS, Attachment A, Attachment B, Attachment C, Attachment D, and EXHIBITS 1 through 15; and provides all the details on the requirements of the Project and instructions for the written (technical) Proposal offer (*Part 1 of 2*) and the Sealed Priced Proposal (*Part 2 of 2*). **PART 2** - PROJECT INFORMATION. **PART 3** - ENVIRONMENTAL INFORMATION. **PART 4** - CONTRACT DOCUMENTS. **PART 5** - REQUIRED SUBMISSION FORMS FOR THE PROPOSAL.

NOTE: PART 4 of the RFP contains the Contract Documents for this RFP. All proposals for professional services shall be either a fixed price or a cost reimbursement with an agreed maximum. The fee shall cover all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as-build" drawings, arrow diagram where applicable, and incidental costs. Proposals should break out fees for the professional services in accordance with the following:

- Basic Architect and Engineer Services (*not to exceed prevailing fees for comparable services in the region*);
- A detailed description of the inspection services to be included during phases of construction that are part of the basic Architectural & Engineering Services and the inspections that will not be included within the basic scope of services.

The contract for architect/engineer services may not be based on the use of the cost-plus-a- percentage-of-cost or percentage of construction cost form of compensation.

RESOURCE INFORMATION APPLICABLE TO THIS RFP

See all EXHIBITS contained in the RFP which are EDA requirements and take precedence in cases of conflict. PART 5 of this RFP contains all the required submission forms needed to respond to this RFP.

PART 1 OF 5

1.01 DISTRIBUTION REGISTRY FORM FOR UOG RFP NO. P21-01

DISTRIBUTION REGISTRY FOR RFP P21-01

Registration is required before distributions of this RFP packet.^{AG-43}

INSTRUCTIONS:

Please type or print clearly the information requested below. The information will become part of UOG's Procurement Registry for this RFP. Upon completing your registration with UOG's Procurement Office, you will be provided access to their SHARE Folder for this RFP for electronic submissions.

RFP FEE ~ PAYMENT DATA

UOG PAYMENT RECEIPT NO.: _____ Date: ____/____/2021

Payment By: Cash Check No. _____ Credit Card: _____

NAME OF INTERESTED PARTY _____

PHYSICAL ADDRESS _____

MAILING ADDRESS _____

CONTACT PERSON & TITLE _____

ALTERNATE CONTACT PERSON _____

CONTACT NO.(s) OFFICE _____

FACSIMILE _____

CELLULAR _____

E-MAIL _____

NOTICE

Please provide all data requested; any future changes to the RFP will be issued by *Amendments and/or Addenda*^{AG-51} to the contact people listed above. When UOG receives a clarification request or written questions -- all responses will be compiled and issued officially under a *Question & Answer Sheet #*; then distributed to all holders of the RFPs, simultaneously.

1.02 ISSUANCE ANNOUNCEMENT FOR UOG RFP NO. P21-01



UNIVERSITY OF GUAM
ADMINISTRATION & FINANCE
REQUEST FOR PROPOSALS (RFP)
UOG RFP NO. P21-01



The University of Guam is soliciting sealed proposals for:
ARCHITECTURAL & ENGINEERING (Basic) SERVICES

To Implement EDA Grant Award No. **07 79 07557** for the University of Guam's
SCIENTIFIC EDUCATION & RESEARCH FACILITIES CONSTRUCTION PROJECT

The **SCIENTIFIC EDUCATION & RESEARCH FACILITIES CONSTRUCTION PROJECT** consists of the sequential design and construction of two (2) new separate concrete reinforced buildings. The project will be 83% funded by the grant and 17% by local matching sources. Each building is described below:

1. **A NEW W.E.R.I. BUILDING** (3-Story, Size: 12,000 Square Feet, Site: Lot No. 5376-NEW-3, Municipality of Mangilao, Guam); and
2. **A NEW SCHOOL OF HEALTH - ANNEX EXTENSION** to the Health-Science Building (2-Story Annex, Size: 12,540 Square Feet, Site: Lot No. 5376-NEW-5-R1 Municipality of Mangilao, Guam).

Copies of the instructions and information may be obtained through electronic mail request from:

UOG PROCUREMENT OFFICE
UOG Administration Building
UOG STATION, Mangilao, Guam 96913
Telephone No.: (671) 735-2925
Facsimile No.: (671) 734-3010
E-Mail Address: uog.bids@triton.uog.edu

A copy of the RFP packet is available Monday through Friday between 8:00 A.M. and 5:00 P.M., except on Government of Guam holidays, starting on the first day of **ISSUANCE** for the RFP on **FRIDAY, SEPTEMBER 3, 2021**. Also available electronically by sending in your request to uog.bids@triton.uog.edu; please reference RFP number on your request. This RFP package is available for public inspection at the UOG Procurement Office in compliance with Section 3.9.6, UOG Procurement Regulations as applicable by Section 3.14.5, UOG Procurement Regulations.^{AG-41}

In accordance with 5 G.C.A. §5220(a), a digital copy of this solicitation shall be posted on UOG's website at uog.edu. No fees shall be assessed to potential Offerors or other parties for accessing or downloading a copy of this solicitation from UOG's website. Potential Offerors who access or download a copy of this solicitation from UOG's website must provide their contact information with UOG to ensure that they receive any notices regarding any changes or updates to this solicitation. In accordance with 5 G.C.A. §5220(b), UOG shall not be liable for failure to provide notice to any party who accesses or downloads a copy of this solicitation from UOG's website who fails to register their contact information with UOG as required herein. In accordance with 5 G.C.A. §5220(c), potential Offeror's may also obtain a hard copy of this solicitation by paying a non-refundable fee of twenty-five U.S. dollars (\$25.00) for each RFP packet (hard copy or CD disc). However, interested parties may review the free copy of the RFP at UOG's Procurement Office prior to purchasing the RFP. All payments shall be by cash, certified check, or money order and shall be made payable to the University of Guam. Potential Offerors who pay the aforementioned fee shall have their contact information registered with UOG at the time they make the payment and receive the RFP packet. UOG will advertise this RFP in print media with general circulation on Guam and will circulate the notice of the RFP in industry areas pertinent to this type of procurement. This notice will be posted in UOG's website and be emailed to all known potential Offerors^{AG-42} to secure maximum competition as required by Section 3.14.5 and Section 3.9.6, UOG Procurement Regulations.^{AG-42}

There will be a **NON-MANDATORY PRE-PROPOSAL CONFERENCE** held at **10:00 A.M. on FRIDAY, OCTOBER 1, 2021** at the UOG FACILITIES MANAGEMENT & SERVICES office; and a site tour will follow for interested parties.

The University of Guam encourages interested parties to review the RFP packet in its entirety upon receipt and to seek clarifications, as soon as needed. However, all request for clarifications must be submitted in writing to the UOG Procurement Office. The deadline for submitting these written questions is no later than ten (10) calendar days before the deadline for proposal submissions.

The AWARD of this RFP will be based on the following Evaluation and Selection Criteria (factors):

1. The Proposed Implementation Plan (30 points).
2. The Proposed Project Team's Qualifications: *Architects and Engineers: Civil, Electrical, Mechanical, & Structural* (50 points).
3. The Capacity and Commitment to Perform the Proposed Services (10 points).
4. The Offeror's (firm) Past Performance on Similar Work (10 points).

NOTICE: UOG WILL NOT BE ACCEPTING MULTIPLE OR ALTERNATE PROPOSAL OFFERS UNDER THIS SOLICITATION.

The **DEADLINE FOR SUBMISSION OF PROPOSAL OFFERS** is **FRIDAY, OCTOBER 29, 2021 ON OR BEFORE 2:00 PM CHAMORRO STANDARD TIME**, to the UOG PROCUREMENT OFFICE if submitted manually (hard copy sets). PROPOSAL OFFERS may be submitted electronically through UOG Procurement Office SHARE folder link no later than the time and date specified; electronic files containing the PROPOSAL shall be clearly marked "**Proposal UOG RFP P21-01**" and concurrently submit the SEAL PRICED PROPOSAL under a separate password protected pdf file labeled "**Sealed Priced Proposal UOG RFP P21-01**." The password for the Sealed Priced Proposal file will be requested in our **Notice of Potential Award** letter that will be issued to the highest rated OFFEROR.

/s/ THOMAS W. KRISE, PH.D.
PRESIDENT

THE UNIVERSITY OF GUAM IS AN EQUAL OPPORTUNITY EMPLOYER & PROVIDER
A U.S. LAND GRANT INSTITUTION ACCREDITED BY THE WESTERN ASSOCIATION OF SCHOOLS & COLLEGES
THIS ADVERTISEMENT IS PAID FOR BY THE UNIVERSITY OF GUAM USING UOG FUNDS

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(KEY = ◊ Indicates a request for supporting documents or to fill-out the form provided; and is a required RFP submission along with proposal.)

[KEY = ■ Indicates Project requirements are being provided and acknowledgement of the document is required in PART 5 of this RFP.]

1.04 TIMELINES FOR THIS REQUEST FOR PROPOSALS (RFP) PROCESS

The University of Guam wants to ensure adequate notice of this RFP’s issuance is given to the public and the marketplace for the nature of the services being procured. UOG will make its best efforts to circulate this RFP’s announcement to all known Architectural & Engineering firms on Guam and beyond. If an interested party plans to compete and needs more time to prepare their proposal submission; the interested party should request for additional time. To ensure adequate notices sufficient to encourage competition; any Request for an Extension of the Deadline will be reviewed by UOG. To receive a favorable response to the Extension Request, the request must (1) be received at least 5 days before the deadline to the UOG Procurement Office; (2) the request must describe the elements preventing your submission by the deadline; and (3) how additional time granted will afford you the ability to submit a proposal offer successfully by an extended deadline - pursuant to 5 GCA §5216(c) ^{AG-44}

RFP ISSUANCE DATE: **September 3, 2021** *(RFP will be open to the public no less than 45 calendar days.)*
RFP DISTRIBUTION DATE: _____, 2021 *(The distribution date is the date you received this RFP P21-01.)*

PRE-PROPOSAL CONFERENCE: **October 1, 2021 NON-MANDATORY**
TIME: **10:00 A.M.**
LOCATION: **UOG Facilities Management & Services Office
Followed by a Site Visit to the Project Locations**

DISTRIBUTION OF PPC MINUTES: _____, 2021 *(At minimum 4 days after PPC.)*

PAYMENT FOR RFP FEES DUE: Any time before the RFP’s deadline for submission of proposals.

RFP AMENDMENTS DISTRIBUTED:	<u>No.</u>	<u>Date</u>	<u>Pages</u>	<u>Items to modify:</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

LAST CALL FOR ‘QUESTIONS’: *(No later than 10 calendar days before submission deadline.)*

LAST CALL FOR ‘CLARIFICATION’: *(No later than 10 calendar days before submission deadline.)*

RFP Question & Answers Distribution: *(No later than 10 calendar days before submission deadline.)*

DEADLINE FOR PROPOSAL OFFER: **October 29, 2021**
TIME: **2:00 P.M.**
LOCATION: **UOG PROCUREMENT OFFICE**
UOG Administration Building, Mangilao, Guam
(behind UOG Business Office, in the Annex Building)

ELECTRONIC SUBMISSIONS: In two (2) separate pdf files that are password protected.
TO: UOG Procurement Office SHARE folder link provided to all registered Offerors. A UOG confirmation receipt will be provided if submitted electronically.

1.05 INSTRUCTIONS TO OFFERORS

DATE OF ISSUE: **September 3, 2021**

RFP NUMBER: **UOG RFP NO. P21-01**

ISSUING UNIT: **OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION & FINANCE**
UOG FACILITIES MANAGEMENT & SERVICES (FMS) OFFICE
In partnership with the University of Guam's RESEARCH CORPORATION and
U.S. DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION for Implementation of
Grant Award No. 07 79 07557 for the UOG SCIENTIFIC EDUCATION & RESEARCH FACILITIES CONSTRUCTION PROJECT

CONTACT: ALL COMMUNICATIONS AND CORRESPONDENCES REGARDING THIS RFP MUST BE DIRECTED TO UOG'S:
To: **CONSOLIDATED PROCUREMENT OFFICE**
Attention: **EMILY GUMATAOTAO, UOG SMA**
Location: **UOG Business Office (Annex Building) UOG Station, Mangilao, Guam 96923**
Contact Info.: **Office: (671) 735-2925; Fax No.: (671) 735-3010; E-Mail: uog.bids@triton.uog.edu**

INSTRUCTIONS TO OFFERORS

1. REQUESTS FOR PROPOSALS

Potential Offerors are required to read each page of this Request for Proposals (RFP) and by the act of submitting a written proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to review the RFP constitute grounds for claim against UOG or for the withdrawal of proposal after opening. Proposals shall be in writing ^{AG-33}, filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasure or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by UOG as being incomplete.

2. GENERAL INTENTION

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the University with specified Services.

If there are questions or clarification requests, these concerns must be submitted in writing on the RFP Submission Form provided and submitted to the Procurement Office. This form ^{AG-49} helps identify the urgency of the pending request and allows the Procurement Office to acknowledge the requests and provide responses in an expeditious manner. When written questions or clarification requests are answered, they will be distributed on a form labeled "Question & Answer Sheet No. 1 ^{AG-50}" which will list what questions or clarifications were received, as of a specific date, along with the official answers, which will be distributed at the same time to all interested parties who received an RFP packet.

3. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from the offeror prior to the deadline date and time for all submissions. Negligence on the part of the offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been received and the deadline date and time for such submissions has pasted.

4. OPENING OF PROPOSALS ^{AG-56}

Proposals received prior to the deadline for submissions will be KEPT IN A SECURED PLACE UNTIL the established due date ^{AG-61}. Each PROPOSAL and any modification shall be time-stamped and dated ^{AG-57} 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 AND KEPT ^{AG-56}. The registry shall include for all proposals RECEIVED the name of each proposer, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The registry will be closed after due date and time have been reached; any offerors with a late submission shall be turned away; or their submission rejected or deleted since it will not be considered in accordance with Section 3.9.11.2, UOG Procurement Regulations. ^{AG-59}. The proposals received will be KEPT IN A SECURED PLACE UNTIL opened privately ^{AG-61} in the presence of two or more procurement officials, in accordance with Section 3.14.8.1, UOG Procurement Regulations. ^{AG-60}. The Register of Proposals shall be opened to public inspection only after award of the contract. The content of the proposals and their modifications (if any) shall not be disclosed to any unauthorized persons ^{AG-62} (Pursuant to Section 3.14.8.1, only territory personnel having OFFICIAL involvement in this process will have access to proposals).

5. STATEMENT OF EXPERIENCE & QUALIFICATION

The University of Guam requires respondents to present satisfactory evidence that they have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services as described in ATTACHMENT C (Sections 1 through 5). Those factors and its process will be used in evaluating proposal consistent with RFP ^{AG-68}.

6. NON-COLLUSION AFFIDAVIT

Each firm submitting proposals for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the Proposal, to the effect that they have not colluded with any other person, firm or corporation regarding any proposal submitted. Such affidavit shall be attached to the proposal. This affidavit applies to the submission of a proposal and/or sealed priced proposal. See *AG Procurement Form 003: Affidavit RE Non-Collusion*.

7. AMENDMENTS TO REQUEST FOR PROPOSALS

The right is reserved as the interest of the University of Guam may require revising or amending the specifications prior to the due date set for submission of proposal offers. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued ^{AG-51}. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective offerors known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.

8. METHOD OF AWARD

Award shall be made to the Offeror determined in writing by UOG's President or his designee to be the best qualified based on the evaluation factors set forth in this solicitation and negotiation of compensation determined to be fair and reasonable. UOG intends to review proposals submitted in response to this solicitation; then evaluate and rank them as set forth in this solicitation. UOG reserves the right to select or reject any proposals submitted or waive any minor informality in proposals received. It is UOG's policy to award a contract for this solicitation to a successful offeror(s) who is duly authorized and licensed to conduct business in Guam. At the conclusion of negotiations as set forth herein, if such negotiations result in the award of the contract for this solicitation; the award shall be made by written Notice of Award.

9. DISCLOSURE OF MAJOR SHAREHOLDERS

Pursuant to 5 GCA §5233, ^{AG-9} as a condition of submitting a proposal offer in response to this solicitation, an Offeror, or any partnership, sole proprietorship or corporation doing business with the UOG shall submit an affidavit executed under oath that list the name and address of any person who holds ten percent (10%) or more 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 person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the proposal for the proposer and shall also contain the amounts of any such commission, gratuity, or other compensation. The affidavit shall be open and available to public inspection and copying. See *AG Procurement Form 002: Affidavit RE Disclosing Ownership (Major Shareholders) & Commissions*.

10. DETERMINATION OF RESPONSIBILITY OF OFFERORS ^{AG-27}

UOG reserves the right to secure from the Offeror information necessary to determine whether the Offeror is responsible, and to determine whether the Offeror is responsible in accordance with the "Standard for Determination of the Most Qualified Offeror" section of the General Terms and Conditions in this solicitation. This RFP contains all the requirements and criteria that will be used to determine the Best Qualified and Responsible Offeror pursuant to 5 GCA §5216(e) ^{AG-69}. The procurement office will prepare justifications for the rejection of any proposal found in to be non-responsible (Section 3.15.5.3.2(a), UOG Procurement Regulations ^{AG-69}), or if any proposal is REJECTED because the proposal ultimately failed to meet announced requirements (Section 3.15.5.3.2(b), UOG Procurement Regulations). ^{AG-70}

11. PRE-PROPOSAL CONFERENCES ^{AG-45}

In accordance with Section 3.14.7 and Section 3.9.8, UOG Procurement Regulations, a pre-proposal conference will be permitted any time prior to the date established herein for submission of proposals. The conference will be conducted to explain the procurement requirements for this Request for Proposal. Nothing stated at the pre-proposal conference shall change this solicitation unless a change is made by written amendment to this solicitation. UOG may extend the due date for submission of proposals if such amendment significantly makes compliance with the original proposed due date impractical. When the Pre-Proposal Conference is Mandatory, this means Offerors must have a representative in attendance on the date and time of the Pre-Proposal Conference to satisfy one (1) of the RFP's requirements in determining 'responsibility' towards being a Qualified Offeror. Offerors will be disqualified if they do not attend a Mandatory Pre-Proposal Conference. A summary of the conference shall be supplied to all those potential Offerors known to have received this solicitation. ^{AG-47 & AG-48}

This RFP will have a **NON-MANDATORY** / **MANDATORY** PRE-PROPOSAL CONFERENCE ^{AG-46}

12. DISCUSSIONS

In accordance with Section 3.14.9, UOG Procurement Regulations, UOG's President or his designee may conduct discussions with any Offeror. The purpose of such discussions shall be to: (1) Determine in greater detail the Offeror's qualifications; or (2) Explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utilities of alternative methods of approach. However, such discussion shall not disclose any information contained in any proposals until after award of the contract has been made. The proposals submitted by the Offerors in response to this solicitation may be modified or withdrawn at any time prior to the conclusion of discussions.

13. GENERAL INTENTION

It is the declared and acknowledged intention and meaning that the Offeror provides the University with materials, supplies, or equipment completely assembled, and ready for use.

14. RESPONSIBILITY OF OFFERORS

In accordance with Section 3.16, UOG Procurement Regulations, before awarding a contract for this solicitation, UOG's President or his designee must be satisfied that the prospective contractor is responsible. Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor has: (1) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; (2) A satisfactory record of performance; (3) A satisfactory record of integrity; (4) Qualified legally to contract with UOG; and (5) Supplied all necessary information in connection with any UOG inquiry concerning the potential contractor's responsibility. The prospective contractor shall supply information as requested by UOG's President or his designee concerning the responsibility of such prospective contractor and if such prospective contractor fails to supply the requested information, UOG's President or his designee shall base the determination of responsibility upon any available information. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

15. REQUEST FOR PROPOSAL FORMS (PACKET)

In accordance with 5 G.C.A. §5220(a), a digital copy of this solicitation shall be posted on UOG's website at uog.edu. No fees shall be assessed to potential Offerors or other parties for accessing or downloading a copy of this solicitation from UOG's website and a copy of this solicitation shall remain on UOG's website for a period of not less than one-hundred-eighty (180) days following the award of the contract for this solicitation. Potential Offerors who access or download a copy of this solicitation from UOG's website must register their contact information with UOG to ensure that they receive any notices regarding any changes or updates to this solicitation. In accordance with 5 G.C.A. §5220(b), UOG shall not be liable for failure to provide notice to any party who accesses or downloads a copy of this solicitation from UOG's website and who fails to register their contact information with UOG as required herein. In accordance with 5 G.C.A. §5220(c), potential Offerors may also obtain a hard copy of this solicitation by paying a non-refundable fee of *twenty-five U.S. dollars (\$ 25.00)* for each RFP packet (hard copy or CD disc). However, interested parties may review the free copy of the RFP at UOG's Procurement Office prior to purchasing the RFP. All payments shall be by cash, certified check or money order and shall be made to the University of Guam. Potential Offerors who pay the aforementioned fee shall have their contact information registered with UOG at the time they made the payment and receive the RFP packet.

16. PROPOSAL SUBMISSION (ENVELOPE & COPY SETS)

All proposal submissions must be in an envelope or box that is sealed and marked with the offeror's name and the Request for Proposal Number. Your submission envelope/box shall contain one (1) original *plus* five (5) copy sets of your *proposal* and shall also include one (1) original *Priced Proposal Offer* that is sealed in a separate envelope and clearly marked as "Priced Proposal Offer".

Electronically: One original electronic PROPOSAL file (pdf format) due to the UOG Procurement Office's share folder link (uog.bids@triton.uog.edu) no later than the time and date specified in the RFP timetable. The electronic PROPOSAL portion must be labeled "**PROPOSAL UOG RFP P21-01 Offeror's Name**"; and concurrently submit your SEALED PRICED PROPOSAL electronically in a password protected pdf file; labeled "**PRICED PROPOSAL UOG RFP P21-01 Offeror's Name**". The password for the *Sealed Priced Proposal* file will be requested in UOG's *Notice of Potential Award* letter that will be issued to the highest rated Offeror.

17. FORM OF PROPOSAL

All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or being performed. At a minimum, if the proposer is an individual, the proposal should include a complete resume of the individual. If the proposer is a firm, the proposal should include a resume of the firm's principal(s). 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 UOG.

18. MODIFICATION OR WITHDRAWAL OF PROPOSALS ^{AG-65}

After the receipt and opening of proposals, and at its option, UOG may conduct discussions with responsible Offerors who have submitted proposals and are reasonably considered to be selected for the award as set forth in this solicitation ^{AG-66}. Proposals may be modified or withdrawn at any time prior to the conclusion of discussions. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing Offerors. If any proposals were modified, a log of the modification must be kept in accordance with Section 3.14.8.1, UOG Procurement Regulations. ^{AG-66}

19. NO DISCLOSURE OF INFORMATION

Discussions shall not disclose any information derived from proposals submitted by other Offerors, and UOG's Procurement Section shall not disclose any information contained in any proposals until after award of the of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract. See Section 3.14.8.2, UOG Procurement Regulations, Requests for Nondisclosure of Data.

20. SELECTION OF BEST QUALIFIED OFFEROR ^{AG-67}

After conclusion of the validation of qualifications, evaluation and discussion as provided in this solicitation, UOG will select in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors, or such lesser number if less than three (3)

acceptable proposals were received in response to this solicitation, deemed to be the best qualified to provide the required services in accordance with Section 3.14.10, UOG Procurement Regulations.

21. NEGOTIATION AND AWARD OF CONTRACT ^{AG-63}

UOG shall negotiate a contract with the best-qualified Offeror for the required services at compensation determined in writing to be fair and reasonable by UOG. Contract negotiations will be directed toward: (1) Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

When UOG is having discussions or negotiations with any of the Offerors, unassigned personnel, or with the public, UOG will take great care ^{AG-63} in assuring that information from proposals submitted by Offerors in response to this solicitation will not be accidentally disclosed ^{AG-64} to any Offeror, staff, or member of the public.

22. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract for this solicitation will be awarded to that Offeror.

23. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and UOG will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) working days. Upon failure to negotiate a contract with the best-qualified Offeror, UOG may enter negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as provided in Section 3.14.13.4.1, UOG Procurement Regulations, and commence with next most qualified Offeror.

24. NOTICE OF AWARD ^{AG-72}

The University of Guam will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

25. INDEPENDENT CONTRACTOR

The Offeror awarded the contract for this solicitation Contractor shall operate as an independent Contractor for UOG and shall discharge all its duties as such. No act performed or representation made, whether oral or written by such Contractor with respect to third parties shall be binding on UOG.

26. AFFIDAVIT RE NO GRATUITIES, KICKBACKS AND/OR FAVORS

The Offeror represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth in 5 G.C.A. §5630 and Section 11.7, UOG Procurement Regulations. [See *AG Procurement Form 004: Affidavit re No Gratuities, Kickbacks and/or Favors*; 5 GCA § 5630(c); 2 GAR, Div. 4 §§ 11107(3) and 11107(4)(e) ^{AG-11}.]

27. AFFIDAVIT RE ETHICAL STANDARDS ^{AG-13}

The Offeror represents that it has not knowingly influenced and promises that it has not or will not knowingly influence a UOG employee to breach any of the ethical standards set forth in 5 G.C.A., Chapter 5, Article 11, and in Chapter 11 (*Ethics in Public Contracting*), UOG Procurement Regulations. [See *AG Procurement Form 005: Affidavit re Ethical Standards Form*; 2 GAR, Div. 4 § 11103(b)].

28. COVENANT AGAINST CONTINGENT FEES

The Offeror represents, as part of such Offeror's proposal submitted in response to this solicitation, that the Offeror has/has not (*Circle applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business with UOG. [See *AG Procurement Form 007: Affidavit Form RE Covenant Against Contingent Fee*; 5 GCA § 5631(c); 2 GAR, Div. 4 §§ 11108(a)(3), 11108(f), and 11108(h)].

29. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION ^{AG-17}

In accordance with 5 GCA §§ 5801, 5802 and 5211(b), as may be applicable, each Offeror certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by the University shall be paid 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 University, including health and other similar benefits. Should any contract contain a renewal clause, then at the time of renewal the *Wage Determination* on a date most recent to the renewal date shall apply. (See *AG Procurement Form 006: Declaration RE Compliance with U.S. Department of Labor Wage Determination form* ^{AG-17.2} and the required submission of the most recent applicable USDOL wage and benefits determination attachment ^{AG-17.1} by the Proposer.)

30. INDEMNITY

The successful Offeror who is awarded the contract for this solicitation must sign a contract which states, in relevant part, that the Contractor agrees to indemnify and hold harmless UOG and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of UOG.

31. CONTRACTOR PROVIDED INSURANCE

The Offeror awarded the contract for this solicitation and its subcontractors of all tiers shall procure and maintain the following types and amounts of insurance, if applicable as determined by the University, during the entire term of such agreement:

- a) **Professional Liability Insurance** (for A & E firms) or **Builder's Risk Insurance** (for contractors)

Is required to be maintained by the Offeror and all its subcontractors. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$3,000,000 annual aggregate.

- b) **Property Insurance:**

Property or Builders All Risk insurance providing coverage for all risks of direct physical loss or damage, including flood, earthquake, and windstorm, to raw materials, work in progress, components, and completed construction throughout the job site and at temporary storage and prefabrication sites. The amount of coverage shall be not less than the total of the full replacement value of raw materials, components, work in process, and completed construction. Deductibles if any shall be approved by UOG. The policy shall be endorsed to include UOG as an additional insured as its respective interests may appear at the time of loss.

- c) **Liability Insurance (Public Liability):**

Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations, and, if necessary, Broad Form Property Damage and Explosion, Collapse and Underground coverage. Coverage shall be extended for three years following issuance of Notice of Completion. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$3,000,000 annual aggregate. Deductibles if any shall be approved by UOG. UOG, its Regents, Officers, agents, and employees shall be named as additional insured for any claims arising out of the Project.

- d) **Automobile Liability:**

Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the contract/agreement/project in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by UOG. UOG, its Regents, Officers, agents, and employees shall be named as additional insureds for any claims arising out of the Project.

- d) **Workers Compensation:**

Statutory Workers' Compensation and Employers Liability insurance.

- e) **Transportation Insurance:**

If necessary, Transportation insurance providing "All Risk" coverage, including War Risk, for loss or damage to building materials and components from the point of shipment to the job site.

- f) **Cancellation:**

All policies shall contain an endorsement requiring insurers to provide UOG with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.

- g) **Certificates:**

The Offeror awarded the contract for this solicitation shall provide UOG evidence of the required insurance on standard Accord forms or equivalent.

32. GOVERNING LAWS, REGULATIONS, REQUIREMENTS, AND POLICIES TAKING PRECEDENCE ON THIS GRANT CONSTRUCTION PROJECT

When any of the terms and conditions of this solicitation or contract for this solicitation or any Guam laws or UOG regulations, requirements, or policies conflict with the EDA's laws, regulations, requirements, or policies, the EDA's laws, regulations, requirements, or policies shall prevail. UOG hereby requires that all Offerors understand and acknowledges the EDA requirements listed in **ATTACHMENT D: EDA REGULATIONS APPLICABLE TO GRANT AWARD NO. 07 79 07557** which controls this construction project.

33. FEDERAL PARTICIPATION DISCLOSURE

This project will be partially funded with federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the federal laws and regulations associated with this program."

34. EDA FORM - CERTIFICATION REGARDING LOBBYING

An executed copy of the form is required for all contracts in which Federal funds exceed \$100,000.00; from the Offeror awarded the contract for this solicitation as required by Section 1352, Title 31, of the U.S. Code. See Exhibit for form.

35. EDA FORM CD-512

Is required for all contracts in which Federal funds exceeds \$100,000.00.

36. EDA NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION

Offerors must fill out this form with the appropriate information.

37. EDA DAVIS-BACON WAGE RATE DETERMINATION (LABOR)

The wage determination required must be a Davis Bacon Wage Determination appropriate for the area where the project is physically. See # 29 above; the Labor Determination Form and the correct Wage Determination is provided in PART 5.

38. BUY AMERICAN PROVISION

To the greatest extent practicable, designers are encouraged to prepare specifications for contractors to purchase American-Made equipment and products with funding provided under EDA financial assistance.

39. GRANT AWARD NUMBER

The EDA Grant Award No. **07 79 07557** must be on all face sheets of documents, reports, solicitation documents, Plans, Specification Manual, As-Build Drawings, reports, etc.

40. FEDERAL CONTRACT PROVISIONS REQUIREMENT

Refer to Appendix II to 2 CFR Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Award.

41. CLEARANCE CHECK ON WEBSITE www.SAM.gov

All interested Offerors will be screened to ensure they are not on the list of "Excluded Parties." If an Offeror is on the *Excluded Parties List (Debarment)* UOG must disqualify such Offeror.

42. AWARD OF CONTRACT UNDER EDA GRANT AWARD 07 79 07557

All proposals must include a separately sealed envelope containing the **Sealed Priced Proposal**; an inclusive lump sum Fixed Priced Proposal tabulated from unit cost within sub-groups. This price data will be used during contract negotiations. At a minimum the breakdown should include subgroups in a phasing of services:

- a) *Completion of preliminary design, plans and associated cost estimate for construction.*
- b) *Completion of the final plans, specifications, and cost estimates.*
- c) *Securing required State and local approvals.*
- d) *Completing proposed contract documents sufficient for soliciting construction bids.*
- e) *Assisting in reviewing bids and preparing the recommendation for negotiations and award based on the construction budget.*
- f) *Architectural & Engineering firm must agree to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A&E (EDA recommends that the A&E take insurance, when available, to cover liability for such damages.)*
- g) *Project surveillance during construction that is included in the basic A & E services and distinction of when services become Additive Services beyond the basic. You may include an estimate for the Additive Services. The A&E agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A&E or by others paid by the Recipient.*
- h) *Describe what level of Construction Management Services will be included in the basic services.*
- i) *And any other subgroup necessary for the subgroup totals to equal the Sealed Priced Proposal.*

Make the cost in the subgroups easy to deduct in appropriate units for the negotiation meeting. List the subgroup of costs in sequential order relevant to the design, bid, and construction phasing. The contract value will be further defined to align with the grant's cost categories for its budget allocation.

END OF PART 1, Section 1.05: INSTRUCTIONS TO OFFERORS

1.06 ATTACHMENT A: GENERAL TERMS & CONDITIONS OF THE REQUEST FOR PROPOSALS

1. AUTHORITY ^{AG-37}

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act, as codified in 5 G.C.A. §5001 et. Seq., that are applicable to UOG, and UOG's Procurement Regulations, copies are available for inspection at UOG's Procurement Office. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. The funding sources (EDA & UOG) for this RFP ^{AG-37} have final authority to approve and fund the contract being awarded. EDA has final determination in all decisions in the process of awarding all contracts that are planned to be funded under EDA Grant Award No. 07 79 07557 (award date 02/11/2021).

This RFP does not commit the University of Guam to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

2. EXPLANATION TO OFFERORS

No oral explanation about the meaning of any part of this RFP will be made, and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of UOG for interpretation. Questions about any part of this RFP should be communicated in writing to UOG's Procurement Office for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to this RFP, which will be forwarded to all offerors and its receipt by the offeror must be acknowledged.

3. CANCELLATION OF RFP SOLICITATION ^{AG-14}:

Prior to the deadline for Offerors to submit their proposals, this solicitation maybe cancelled in whole or in part when the President or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in UOG's best interest, in accordance with 5 G.C.A. §5225 and Section 3.15, UOG Procurement Regulations. ^{AG-14}

4. REJECTION ^{AG-15}

After receipt of proposals, UOG may reject any proposals in whole or in part if a determination is made that such rejection is in UOG's best interest; as provided for in Section 3.15.4.2, UOG Procurement Regulations. ^{AG-15}

5. TAXES

Offerors are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

A nonresident offeror without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam Business Privilege Tax, which shall be equal to 5% (or the rate in affect at the time of solicitation) of the total value of a contract awarded by all Government of Guam contracts for professional services as a cost of doing business with the Government of Guam. See 11 GCA § 7114.

6. PROCUREMENT OF PRODUCTS MANUFACTURED FROM RECYCLED GLASS

Where the project includes concrete or asphalt paving, construction, and repair of highways, including all secondary and tertiary roads, offerors are required to include in their submission the purchase of available recycled glass pulverized in Guam or appropriate products manufactured there from; if applicable.

7. LOCAL PROCUREMENT PREFERENCE INAPPLICABLE

In accordance with 5 G.C.A. §5501, the local procurement preference set forth in 5 G.C.A. §5008 and Section 3.9.14.5, UOG Procurement Regulations, are inapplicable to this solicitation because the federal grant funding prohibits the use of geographical preferences in determination of award.

8. SERVICE-DISABLED VETERANS PREFERENCE

A service-disabled veterans' preference is applicable to service-disabled veterans who qualifies and complies with the requirements of 5 G.C.A. §§ 5011 and 5012.

9. COVENANT AGAINST CONTINGENT FEES ^{AG-12}

The offeror warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give UOG the right to terminate the offeror, or in its discretion, to deduct from the contract price or consideration any amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by offerors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

10. EQUAL EMPLOYMENT OPPORTUNITY

UOG is an equal opportunity employer and provider. All offerors agree to comply with the University's EEO Policy, which includes not discriminating against any employee or applicant for employment because of race, creed, color, or national origin. The offeror will take affirmative action to ensure that its employment applicants and employees are treated equally during employment consideration or employment without regards to their race, creed, color, or national origin.

11. EMPLOYMENT RESTRICTION AG-16

In accordance with 5 G.C.A. 5253(c), AG-16 if a contract for services or construction is awarded to an Offeror, then the service provider must warrant that NO PERSON in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall NOT provide services on behalf of the service provider while on UOG property, with the exception of public highways. If any employee of a service provider is providing services on UOG's property and is convicted after an award of the contract for this solicitation, then the service provider warrants that it will notify UOG of the Conviction, within twenty-four (24) hours of becoming aware of it, and that it will immediately remove such convicted person from providing services on UOG's property. If the service provider is found to be in violation of any of the provisions of this paragraph, then UOG will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of such notice, and the service provider shall notify UOG when action has been taken. If the service provider fails to take corrective steps within such twenty-four (24) hours period, then UOG in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

12. ASSIGNMENT

Assignment will not be accepted without prior written approval from UOG.

13. AUDIT BY PUBLIC AUDITOR

The Guam Office of the Public Auditor shall have the right to examine and copy any records, data, or papers relevant to any agreement entered by and between UOG and any successful offeror for a period of three (3) years from the date of the final payment under such agreement or contract.

14. OWNERSHIP RIGHTS

All documents and other incidental work or materials arising from the project shall be and remain the sole property of UOG, including all publication rights, copyright interests and other intellectual property. Offeror shall not sell or utilize in any way the work done by offeror for services under this RFP to those outside of UOG without the expressed, written consent of UOG.

15. SCOPE OF WORK MODIFICATIONS

UOG reserves the right to request changes to the staffing or scope of services contained in any of the proposals submitted in response to this solicitation and to have discussions with Offeror regarding their proposal.

16. NON-DISCRIMINATION

The Offeror awarded the contract for this solicitation shall not discriminate based on race, color, national origin, sex, or physical disability in the performance of said contract.

17. CONFIDENTIAL DATA AG-34

Offerors may designate those portions of their proposals which contain trade secrets or other proprietary data that the offerors wish to keep confidential as required under Section 3.14.8.2, UOG Procurement Regulations, by stamping on the top center of the page in which such data is located, in RED CAPITALIZED LETTERS, the word "CONFIDENTIAL" in a text size larger than the surrounding text. AG-74.1 If the Offeror selected for award has so requested that portions of their proposal be confidential, UOG President or his designee shall examine the request in the proposal to determine its validity prior to entering negotiations with the Offeror selected for award. If the parties do not agree as to the disclosure of data in the contract, UOG's President or his designee shall inform the Offeror selected for award in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests in accordance with 5 G.C.A. Chapter 5, Article 9, the proposal will be so disclosed. AG-74.1.2 .

17. UOG'S GREEN PROTOCOLS

In compliance with UOG's policies to promote recycling, energy conservation, and its going "Green" initiatives; the Offeror awarded the contract for this solicitation must read and comply with UOG's Green Protocols as listed under http://www.uog.edu/admin/assetmanager/images/uog%20green/uoggreen_protocols_2009-12-04.pdf when working on UOG's premises, grounds, or facilities.

18. BIODEGRADABLE, REUSABLE, RECYCLABLE MATERIALS

Section 1.5, UOG Procurement Regulations, Biodegradable, Reusable, Recyclable or Recycled Material or Any Combination: Emphasis shall be placed on procuring products that are biodegradable, reusable, recyclable, or made of recycled material, or any of these in any combination. The cost of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, non-recyclable, or non-recycled products they are replacing.

19. NO MULTIPLE OR ALTERNATIVE PROPOSALS AG-18

Multiple or alternate proposals shall not be accepted. A proposal offer submission in response to this RFP by the offeror must only contain a single original *proposal offer* with the required supporting documents and five (5) copy sets of that original. UOG shall reject any multiple or alternate bids submitted by the same Offeror. However, if an Offeror clearly indicates a base proposal, UOG shall consider it for award as though it were the only proposal submitted by the Offeror. [See Section 3.2.4, UOG Procurement Regulations]

20. TYPE OF CONTRACT TO BE AWARDED BY UOG UPON RECEIPT OF U.S. D.O.C. - E.D.A., GRANTOR'S CONCURRENCE AG36.5

Contract Type: FIRM FIXED PRICED CONTRACT

Contract Form: **AIA DOCUMENT B108-2009** *Standard Form of Agreement Between Owner & Architect for a Federally Funded Project*; see Contract Documents in PART 4 of this RFP. ^{AG-31}

Contract Funds: **FEDERAL PARTICIPATION DISCLOSURE:**

THIS PROJECT WILL BE FUNDED WITH 83% FEDERAL FUNDS PROVIDED BY THE UNITED STATES DEPARTMENT OF COMMERCE'S ECONOMIC DEVELOPMENT ADMINISTRATION (EDA). FEDERALLY FUNDED CONTRACTS FOR PROJECTS SUCH AS THIS, ARE SUBJECT TO THE FEDERAL LAWS AND REGULATIONS ASSOCIATED WITH THIS GRANT FUNDING PROGRAM.

21. CONTRACT COMPLETION TIME ^{AG-19}

The Contract Completion Time will be from the successful Offeror's receipt of the NOTICE TO PROCEED letter issued by UOG and continue until the project's completion or until February 10, 2026, the date the contract will expire. The Contract Completion Time may be phased into a Pre-Design Phase, Design Phase, Construction Contract Documentation Phase, Construction Phase, and Post Construction Phase, and end when the Architect signs the EDA Final Acceptance Form for the two facilities.

Whenever the federal requirements do not state a particular cure for a particular issue of concern, then UOG will make an inquiry with EDA for further guidance. Since this is a Federally Funded Construction Project, EDA has final discretion and determination on all matters relating to the administration of their grant program and its relation to the federal laws authorizing the funding.

When it is determined by EDA that a particular issue may be governed by the project's state laws, then UOG will refer to the Government of Guam's requirements for contract terms and conditions. Here is a list of contract citation based on the Government of Guam's laws:

5 G.C.A. § 5237(a) ^{AG-19.1}

5 G.C.A. § 5237(b)

2 G.A.R., Div. 4 §§3121(d) ^{AG-20}

2 G.A.R., Div. 4 §§ 3121(e) ^{AG-19.1}

2 G.A.R., Div. 4 §§ 3121(e)(1)(A) ^{AG-19.2}

The amount of service (estimated hours) required for the proposed contract period.

2 G.A.R., Div. 4 §§ 3121(e)(1)(C) ^{AG-19.3}

Contract Cancellation only if funds not insufficient continue.

2 G.A.R., Div. 4 §§ 121(e)(1)(C) and (D) ^{AG-19.4}

Government will inform contractor in a timely manner of the funding situation and its effect on the contract's continuation. But that neither party's rights under termination clause are affected.

2 G.A.R., Div. 4 §§ 3121(e)(1)(F) ^{AG-19.5}

How award will be determined.

2 G.A.R., Div. 4 §§ 3121(e)(1)(G) ^{AG-19.6}

That, if contract is cancelled for lack of funding, the government will timely inform contractor, and contractor will be reimbursed unamortized incurred non-recurring costs.

CONTRACT PERIOD ^{AG-30}

The contract period for the awarded contract is Not-To-Exceed a maximum total of five (5) years. This period is singular from the start to completion for the Capital Improvements Projects including the issuance of an Occupancy Permit for a new 3-story WERI building and 2-Story Annex Expansion to UOG's Health-Science Building; or as cited in the relevant contract terms and conditions; or factors in the written determination for a contract that exceeds one year. ^{AG-20 & 29}

CONTRACT OPTIONS FOR RENEWAL OR EXTENSION ^{AG-21}

The contract for the successful Offeror will not have an option for renewal. The contract for the successful offeror will have a provision for the extension of said contract and such provision is as follows: "§5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter agree to a corresponding change in the Project's scope and quality." To the extent said contract provision gives UOG the option to extend the time or term of the Contract, the option for such extension is always at UOG's discretion only and is not subject to agreement or acceptance by the Offeror awarded the Contract for this solicitation. The Contract awarded for this solicitation shall not be extended beyond **February 10, 2026**, which is the expiration date for the grant's performance period and funding. See Section 3.19.11.1, UOG Procurement Regulations.

22. SCOPE OF WORK FOR THE PREPARATION SPECIFICATIONS

UOG requires that the preparation of specifications by professionals authorized to preform work under their Certification of Authority by the PEALS Board and such specifications shall comply with 5 G.C.A. § 5268(a) and Section 4.2, UOG Procurement Regulations. ^{AG-22} Said specifications shall not be unduly restrictive and shall comply with 5 G.C.A. §§ 5265, ^{AG-23} and said specifications shall not contain features peculiar to services of only one service provider or have the effect of requiring a sole source procurement and shall comply with 5 G.C.A. §5268(b); Section 4.6.1 and Section 4.2.1.3, UOG Procurement Regulations. ^{AG-24} If the specifications

do not meet these requirements, a written determination must be prepared that explains why it is not practicable to use less restrictive specifications, or that peculiar features are essential, stating reasons why similar services without these features are essential, stating reasons why similar services without these features do not meet minimum requirements as required under 5 G.C.A. §5268(b) and Section 4.6.1, UOG Procurement Regulations. ^{AG-24-1} Specifications made for solicitation by the Government of Guam must describe salient technical requirements or desired performance features without restrictions which do not affect requirements or performance and shall comply with 5 G.C.A. §5268(c); Section 4.2.1.1 and Section 4.9.3, UOG Procurement Regulations. ^{AG-25}; All specifications prepared by the Offeror awarded the contract for this solicitation for the Project shall permit the maximum practicable competition possible and shall comply with 5 G.C.A. §5265 and Section 4.2.1.1, UOG Procurement Regulations. ^{AG-26}

23. SCOPE OF WORK AND SERVICES ^{AG-28}

This RFP seeks to solicit for qualified Architects and Professional Engineers and Land Survey (PEALS) service providers that would perform the needed tasks and scope of work described as “BASIC SERVICES” from an Architectural & Engineering or professionals as set forth in **AIA Document B108-2009: Standard Agreement Between the Owner & Architect for a Federally Funded Project**. When any Additional or Additive Services are needed during the implementation of the projects, UOG and the Offeror awarded the contract for this solicitation (awardee) will negotiate a reasonable fee UOG can afford. When any work or sub-task is performed by non-PEALS individuals, the work must be done with the supervision of qualified PEALS professionals. Facilities Management & Service (FMS) unit does not have any qualified PEALS professionals and must rely on qualified PEALS professionals to provide PEALS services for the Project.

24. WORK INVOLVED ^{AG-29}

The work that may be performed by the Offeror awarded the contract for this solicitation is set forth in **AIA Document B108-2009**, and such services may include:

1. The awarded A&E vendor will be requested to prepare and sign the following EDA documents during the Project’s implementation:
 - A. **EDA Certificate As To Project Site, Right-Of-Way, and Easements (OMB No. 0610-0096), Part 1: Certificate of Architect or Engineer - Description of Property Requirements for EDA Project**; in order for UOG’s Attorney to complete Part 2 and Part 3 of the form.
 - B. Architect and Engineers must affix their stamp on all the plans, shop drawings, and specifications they prepared for the project with the inclusion of the EDA Grant number in all documents produced for UOG’s use.
 - C. Review and prepare supporting documents for the future solicitation and award of the construction portion. To include a statement of about the A&E’s participation in reviewing the future bids for construction, method of award, award recommendation, suggested payment retainage provisions, suggested profit and overhead for change orders, suggested liquidated damage provision.
2. Project Feasibility for Successful Implementation in compliance with the Grant’s requirements.
3. Project Cost Estimate & Scheduling; and Review and Recommendations on proposed Change Orders.
4. Design & Preparation Construction Drawings & Specifications (6-8 month after award of this RFP solicitation).
5. Contract Design of a 12,000 square feet (3-story) facility that is pending its zoning application approval for the R-1 site; and the other, design of a 12,540 square feet (2-story) facility on a separate site that connects with the existing UOG Health-Science building.
6. Manage the solicitation for the Construction Services until award.
7. Oversee all environmental clearances required for the Project.
8. Assist UOG and Contractor in obtaining the permits required for the Project.
9. Provide Project Supervision for the Construction contract for UOG.
10. Provide Project Inspections for UOG to approve Payment Application Requests.
11. Provide Construction Management Services for UOG to receive, review, and approve all submittals during the Project’s construction.
12. Provide Contract Administration for UOG to monitor compliance with the terms and conditions of the EDA grant on behalf of UOG.
13. Provide final inspection for Substantial Completion Acceptance.
14. Prepare punch list for warranty start period.
15. Document all activities for Project Closeout and Certification of Acceptance with Cost Certification justifications in determining CIP’s investment value for use by UOG and EDA.

END OF PART 1, Section 1.06: ATTACHMENT A

1.07 ATTACHMENT B: SPECIAL GENERAL PROVISIONS ^{AG-36.6} - OFFEROR'S QUALIFICATIONS

1. EVALUATION AND SELECTION ^{AG-20.1}

UOG in compliance with Section 3.14.6.2, UOG Procurement Regulations, ^{AG-36.1} will assemble a Selection Committee, with a minimum of three members, to evaluate and rank the Proposals submitted in response to this solicitation. The Selection Committee shall review the Proposals and determine whether the Offerors are responsible and whether the Proposals submitted in response to the solicitation are responsive and only responsible Offerors and responsive Proposals will be further evaluated. A responsive Proposal shall have all required forms, to include the forms provided in PART 5 of this solicitation which are referenced to on the RFP's TABLE OF CONTENTS, indicated with red diamonds symbol (◊) after its page quantity figure.

Proposal shall be evaluated only on the basis of the evaluation factors stated in this solicitation and said evaluation factors have a maximum number of points for each evaluation factor which are as follows:

- | | | | |
|----|--|-------|------------------|
| A. | THE PLAN FOR PERFORMING THE REQUIRED SERVICES
Detailed plan for performance as defined in Section 3.14.6.2.1, UOG Procurement Regulation. ^{AG-35.5} | | 30 Points |
| B. | THE ABILITY TO PERFORM THE SERVICES
as reflected by the technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services in sufficient detail to satisfy Section 3.14.6.2.2, UOG Procurement Regulations. ^{AG-35.5} | | 50 Points |
| C. | THE PERSONNEL, EQUIPMENT, AND FACILITIES TO PERFORM THE SERVICES
Currently available or demonstrated to be made available at the time of Contracting described in sufficient detail to satisfy Section 3.14.6.2.3, UOG Procurement Regulations. | | 10 Points |
| D. | A RECORD OF PAST PERFORMANCE OF SIMILAR WORK
Listing of completed contracts under which services similar in scope, size, or discipline in sufficient detail to satisfy Section 3.14.6.2.3, UOG Procurement Regulations. | | <u>10 Points</u> |

TOTAL: 100 Points

After conclusion of the qualifications, evaluation, and discussions, the Selection Committee shall select, in their respective qualification ranking, no fewer than three (3) acceptable offerors, or such lesser number if less than three (3) acceptable proposals were received, deemed to be the best qualified to provide the required services.

2. INTERVIEW PROCESS

In the event there is a tie between ranked Offerors, then an interview evaluation process may be exercised to break the ties between two (2) or more Offerors who have tied evaluation scores. If an interview process is exercised, the Selection Committee will interview the Offerors who have tied scores and score the Offeror's performance during the interview based on a scale of 1 to 10. The tied Offerors shall then be ranked highest to lowest, based on their interview score, beginning with their overall ranking prior to the interviews.

3. NEGOTIATION AND AWARD ^{AG-75 - AG-84}

- A. Negotiation. The Selection Committee or its designee shall negotiate a contract with the best qualified Offeror for the required services at compensation that is determined to be fair and reasonable by the Selection Committee. The Selection Committee will open the best qualified Offeror's Price Proposal Offer and begin negotiations with the best qualified Offeror and the negotiations shall be directed toward:
1. Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services.
 2. Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and
 3. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- B. Award. If compensation, contract requirements, and the contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror, subject to the EDA's final approval of the award to the best qualified Offeror.
- C. Failure to negotiate a contract with the best qualified offeror.
1. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, the Selection Committee shall advise such offeror of the termination of negotiation which shall be confirmed by written notice within three (3) working days.
 2. Upon failure to negotiate a contract with the best qualified Offeror, the Selection Committee or its designee requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as provided herein, and commence with the next most qualified offeror.
- D. Failure to negotiate a contract with offerors initially selected as best qualified. Should the Selection Committee or its designee be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offers may be selected from the Offeror in this solicitation based on original, acceptable submissions to this solicitation in the order of their respective qualification ranking and negotiations may continue as set forth herein until an agreement is reached and the contract is awarded.

END OF PART 1, Section 1.07: ATTACHMENT B - SPECIAL GENERAL PROVISIONS

1.08 ATTACHMENT C: PROPOSAL OFFER REQUIREMENTS; INSTRUCTION FOR WRITTEN PROPOSAL OFFER

This instructional section describes at minimum the information that proposals must contain AG-35

SECTION 1 GENERAL REQUIREMENTS

1.1 SCOPE OF CONTRACT

UOG is soliciting proposals from qualified individuals, firms, and Joint Venture A&E Teams to implement the EDA grant approved by the Economic Development Administration to create for UOG, (in Mangilao, Guam) two (2) facilities for the Construction Project.

1.2 DESCRIPTION OF CONTRACT DELIVERABLES

Offeror must include all necessary Architectural & Engineering Services to plan, design, and prepare Construction Documents, including but not limited to drawings and specifications; and provide construction guidance and monitoring for UOG, and render recommendations on the Construction Contractor's Payment Applications, until final acceptance of the facilities after construction.

Offeror must demonstrate their ability to satisfy the professional and technical skills needed for the Construction Project and that they possess the experience to perform the services required.

1.3 DESCRIPTION OF DESIGN-BID-BUILD - GRANT CONSTRUCTION PROJECT - IMPLEMENTATION CRITERIA:

1.3.A The offeror shall provide all the professional engineering services needed for the design work, preparation of construction drawings (plans, specifications, estimates), and project management in collaboration with UOG for their acceptance and approval of the final construction documents (plans, specifications, estimates).

1.3.B Provide the Architect and Engineering services required to perform the construction, renovation, replacement, and refurbishing needed for the projects.

1.3.C The Designer shall approach the implementation of the construction projects like a Turn-Key Project whereas future bidders are expected to submit bids for the construction of the two (2) facilities and that the Bids will be within the Not-To-Exceed amount of Eight & Half Million Dollars (\$ 8,500,000.00) for both Projects (a New 3-Story WERI facility & School of Health's 2-Story Annex Expansion).

1.3.D The individuals or firms must be professionally licensed in Guam and have extensive experience in design, project management, and construction management.

1.3.E Some request for As Built Plans may be satisfied, however, said plans may be incomplete or inaccessible. Therefore, it will be incumbent upon the Offerors to perform a thorough site investigation and assessment of existing conditions prior to submitting their offer.

1.3.F The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the offeror's responsibility to complete the documents and construction documents in a manner consistent with the intent of the RFP documents.

1.3.G Since the grant was awarded on February 11, 2021; the construction projects must be 100% completed and closed by February 10, 2026. The grant program allows for a maximum performance period of 5-years. The 5-year period from start to finish includes the drafting of the project's RFP solicitation for A&E Services and the IFB for Construction Services for EDA approval - until the project's final close-out and hand over of the completed projects. A close-out or hand-over of a completed project includes, for the construction portion, the *Release of Retention* payments; obtaining the occupancy permits; receiving the maintenance training; and will last until the warranty period starts. Alternative Additions may be used to include the Designer's assistance on procurement specifications for the furnishings, furniture, and equipment that comply with EDA's requirements; coordination for the installation of local works of art to satisfy the "**1% for the Arts Program**"; and other reporting assistance to UOG. Therefore, the entire grant must be 100% completed within the 5-year period.

1.4 DEFINITIONS AND RESPONSIBILITIES

1.4.A **OFFEROR:** The individual, partnership, corporation, or joint venture submitting a written or documented response (proposal offer) to this subject RFP.

- 1.4.B OWNER: The President of the University of Guam; Co-Owner: Research Corporation of the University of Guam, Benefactors: WERI tenants and School of Health tenant; Interest Holder (lien holder): EDA; and/or their designated representatives in writing.
- 1.4.C REPRESENTATIVE FOR THE OWNER: UOG's *Director of Facilities Management & Services (FMS)* will be the President's representative who is responsible for administering contracts under the immediate direction of the Vice President of Administration and Finance. The Director of FMS is also the authorized representative at the construction site. The Director FMS is responsible for protecting UOG's interest in the execution of any construction contract work. The Director of FMS's duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of change orders, approval of all submittals, samples, shop drawings, etc. The Director of FMS is also responsible for the review and approval of all technical documentation, specifications, and drawings submitted for this project. The Director of FMS will also be the co-owner's representative. Providing guidance and recommendations to the Director of the Research Corporation of the University of Guam for issues needing the co-owner's (grant applicant's) approval.
- 1.4.D CONTRACTOR: The individual, partnership, corporation, or joint venture to whom UOG and RC-UOG qualifies and awards the construction project or work. This is differentiated between the Architect/Engineer and Construction Contractor, whose designations are assigned as A/E and C/C, respectively.
- 1.4.E SEQUENTIAL DESIGN AND CONSTRUCTION: The procurement by the University of Guam, under separate contracts, with two firms, one for Design Services and the other for Construction services for a specific project.
- 1.4.F CONSTRUCTION SERVICES: This term, as used herein, refers to the Contract(s) to perform the construction services for the project. See the CONTRACT DOCUMENTS section of this RFP.
- 1.4.G DESIGNER OR A&E SERVICES: This term, as used herein, refers to any individual or team of A&E Service provider; including all that firm's consultants, and sub-consultants. The Designer or Design Team shall provide Architectural & Engineering disciplines for the preparation of construction documents to meet the budget, schedule, and overall construction completion in compliance with the grant's requirements for the project.
- 1.4.H The DESIGNER or Design Team must NOT have a CONFLICT OF INTEREST with the future Construction Contractor. If the DESIGNER is currently or has been in a Joint Venture Team with the future Contractor, the DESIGNER must inform UOG in writing immediately upon realizing there might be a conflict of interest. The Designer must make a recommendation to UOG and EDA for the award of the construction contract - if the Designer is unable to perform this task, UOG may not be able to award the construction portion of this grant project.
- 1.4.I AE: This term, as used herein, refers to the Architects and Engineering firms that are NOT part of a Construction team, DB team on another project.

SECTION 2 RFP SUBMITTAL REQUIREMENTS (Overview)

2.1 **SUBMITTAL FORMAT REQUIREMENTS**

2.2 **PROPOSAL STRUCTURE:**

The original and copies of the submittal shall be indexed with tabs for each section and shall contain the following:

2.2.A TABLE OF CONTENTS

2.2.B LETTER OF INTEREST AND STATEMENT OF QUALIFICATION

- 2.2.C THE PROPOSAL
- 1) Specialized Experience and Technical Competence
 - 2) Description of Technical Approach and Management Plans
 - 3) Corporate Capability
 - 4) GSA Standard Procurement Requirements

2.3 The Proposal shall address the evaluation criteria and submittal information identified in this RFP's 'ATTACHMENT B' and as detailed in the "Submittal Format Requirements (Expanded)" on the next page. The Proposal shall be presented in a clear, comprehensive, and concise manner and shall be submitted in a complete package. The University may make a final determination as to whether a proposal is acceptable or unacceptable solely based on the proposal offer, as it was submitted, and may proceed with proposal evaluation without requesting further information from any Offerors.

2.4 **SUBMISSION FORMATS**

2.4.1 **Hard Copy Form:** The Offeror shall submit one (1) bound original and five (5) bound copy sets of the Proposal; consisting of technical qualifications, acceptance of the terms and conditions for the contract and EDA's grant requirements; and the inclusion of the separately sealed Priced Proposal; and the Offeror must include all addenda or amendments, if any. The submittal should be grouped within a box or large envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope. All sample documentation (reports of similar jobs, brochures, etc.) that will assist UOG's evaluation may be furnished with each proposal. The preparation and submission of a proposal will be by and at the expense of the Offeror.

2.4.2 **Electronically:** One original electronic copy of the *Proposal* due to the UOG Procurement Office's Share Folder link no later than the time and date specified in the RFP timetable. Electronic files containing the proposal shall be clearly marked "**Proposal UOG RFP P21-01.**" Proposal must be submitted electronically. Concurrently, one copy of a *Priced Proposal* shall be submitted in a separate password protected PDF file named "**Priced Proposal UOG RFP P21-01.**" UOG will notify the top ranked offeror to send an email containing the password for the Priced Proposal RFP P21-01 to uog.bids@triton.uog.edu to begin negotiations. Deadline for submission of Proposals is **OCTOBER 29, 2021 ON OR BEFORE 2:00 PM CHAMORRO STANDARD TIME**, to the UOG Procurement Office via the electronic shared folder link provided to registered and paid Offeror.

2.5 **SEALED PRICED PROPOSAL OFFER FOR CONTRACT NEGOTIATIONS**

Based on the project information, grant terms and conditions, budget available, time schedule and its limitations, required conditions for implementation, and other details provided in the RFP; submit the Sealed Priced Proposal in the form provided and attach your staffing's hourly rates for contract negotiations.

SECTION 3 SUBMITTAL FORMAT REQUIREMENTS (Expanded/Detailed)

3.1 TABLE OF CONTENTS

Provide sufficient detail so that the important elements of your proposal can be located readily or easily.

3.2 LETTER OF INTEREST AND STATEMENT OF QUALIFICATION

This should be a one (1) or two (2) page summary of your concept of the proposed work, your interest in submitting a proposal, difficulties anticipated in doing the work and the importance of this effort in relation to your overall program. It should provide UOG's technical reviewers with a perspective in studying the detailed proposal.

3.3 PROPOSAL CONTENTS

Prepare the technical proposal in conformance with the Technical Evaluation Criteria.

3.3.A SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Submit completed Standard Forms SF 330 for all A/E team members involved.

3.3.B CONSTRUCTION CONTRACTORS. Corporate Project Experiences

The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. In describing project design and construction experience, provide the following information (where applicable):

1. Project title, location and brief description including the building use (Educational Facility, etc.) and contracting method (design-build, design-bid-construct, CM at risk etc.),
2. Project owner and name and telephone number of owner's contact person.
3. Project Design Architect and Engineers (consultants if utilized) and name and telephone number of contact person(s). Note each firm and employee also proposed for this solicitation.
4. Project Prime Contractor and Major Subcontractors and name and telephone number of contact person(s). Note each firm and managing persons (project manager/superintendent/foreman as the case may be) also proposed for this solicitation.

3.4 DESCRIBE TECHNICAL APPROACH & MANAGEMENT PLANS

Shall Not Exceed ten (10) pages. The Offeror shall demonstrate the following, relevant to the subject procurement.

3.4.A Project Delivery Philosophy includes expectation statements concerning the elements for successful partnering involving Communications, Commitments and Conflict Resolutions. Also propose a *Design Period for Peer Review* (technical/administrative) by Owner.

3.4.B Quality Assurance/Quality Control Plan

3.4.C Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm (or firms if a J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub-contractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.

3.4.D The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits.

3.4.E Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.

3.4.F Coordination of work with UOG to minimize disruption of academic courses and operations.

3.5 SCHEDULE

The progress schedule will be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The detailed schedule will indicate specific tasks with dates for each step of the process including:

3.5.A Design Period: The design period, sub periods (i.e., first and second reviews, other meetings, internal Quality Assurance /Quality Control plan reviews, etc.).

- 3.5.B Construction Period: Mobilization; Demolition method and sequencing; Excavation; Structure Completion; Exterior finishing; Procurement and installation of equipment; Provisions for overtime or shift work; Timing of replacement or relocation of existing equipment; Site utilities, Tests, and final inspection.
 - 3.5.C General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required review activities) and construction activities for (at a minimum, utility relocation, removal, installation, commissioning, testing, turnover, and acceptance.
 - 3.5.D The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.
 - 3.5.E Short Schedules - The Offeror will provide a written commitment as to the time frame (number of calendar days after receipt of the notice to proceed) within which the Offeror will guarantee completion. The anticipated completion of this project (including design and construction for both projects) is two (2) years. Shorter schedules, if obtainable, may receive more favorable scoring. The offerors time frame will establish the contract completion date and assessment of liquidated damages will be based on that date.
- 3.6 CORPORATE CAPABILITY. Capability to perform the following:
- 3.6.A Provide the offeror's total bonding capacity, current available bonding capacity and expected available capacity in the following years.
 - 3.6.B Provide the offeror's current workload and availability of adequate staff listed under Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.
 - 3.6.C GSA Standard Procurement Requirements
 - 3.6.D You are advised that the Affidavit of Disclosure of Major Shareholders document should be completed and must accompany all proposals when submitted to UOG. Failure to provide the Affidavit or any other required information called for in this specification will place an Offeror's submittal in jeopardy of disqualification.
 - 3.6.E All applicable and current licenses shall be provided in the submittal: Business Licenses, Contractor Licenses, Professional Engineering Licenses, Certificate of Authorization from the Guam PEALS Board (where applicable), and Tax Clearance Letters for all business and professional entities who are members of the Joint Venture submitting the Proposal Offer.

3.7 PROPOSAL PRICED OFFER FOR NEGOTIATION

Offerors are required to place the Proposal Priced Offer in a separate sealed envelope from the Proposal itself. The Proposal Priced Offers will not be opened until the technical proposals have been evaluated, ranked, and the most responsive offeror has been notified. The Proposal Priced Offers may be evaluated by selected members of the evaluation committee, reviewed by the group, and recorded on the evaluation summary sheets.

- 3.7.A Discounts for prompt payment are not considered in determining the most qualified offeror, but UOG should be made aware of any prompt payment discount terms offered. Prompt payment discounts may only be taken if payment is made within a specified time.
- 3.7.B The UOG Endowment Foundation on occasion may receive goods or services in lieu of cash donations. Therefore, during contract negotiations these types of non-cash donation items may be discussed to reduce the contract price. It is important to itemize all costs by item types that are inclusive of any related shipping cost or installation cost dividable by its qualities.
- 3.7.C The *Proposal Priced Offer* Format should be in categories as listed below. It is not exhaustive, and the specific / additional descriptions of the categories are left to the offeror to provide in detail.

Architectural & Engineering Services: Direct Costs
 Total number of hours at various hourly rates
 Direct Expenses
Indirect Costs
 Supplies
 Overhead
 Profit
 List any applicable Prompt Payment Discount Terms.

Construction Cost Estimated for both facilities (Contractors):

The Proposal Priced Offer must provide sufficient detail and supporting documentation such that it can be used as a basis for negotiations to reach an equitable agreement for the total proposal amount. The Proposal Priced Offer shall include the following elements, as appropriate, considering the scope of work:

Cost breakdown by division of work (Construction Specification Institute [CSI] format - 1 through 16).

Cost breakdown by labor, material, equipment, and lower-tier SUBCONTRACTOR.

Labor (including description, labor rates, quantities, production rates and work hours and any necessary labor markups).

Material (including description, quantities, and unit rates for both permanent and expendable materials).

Equipment (including description, quantity, unit rates and duration for owned or rented equipment).

Lower-tier Subcontractor's proposal(s) shall include a breakdown by labor, material, and equipment with sufficient detail to support the breakdown. Proposal must clearly indicate scope of the lower-tier's work.

SUBCONTRACTOR shall ensure the accuracy of lower-tier Subcontractor's proposal(s) prior to submission to CONTRACTOR.

SECTION 4 TECHNICAL EVALUATION CRITERIA AG-36

4.1 DEFINITIONS

Your technical proposal should be as specific and complete as possible. The technical merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria, which are provided in this section. You are advised that primary consideration will be given to technical factors, rather than cost or price. It is pointed out, however, that should technical competence between Offerors be considered approximately the same, then cost or price could be paramount. Failure to provide any information called for within this specification will place an Offeror's submittal in jeopardy of disqualification.

All submittals will be evaluated by an Evaluation and Selection Panel ("Panel"), which will be responsible for ranking of the Offerors. The Panel shall be selected by the UOG President in preparation for the RFP evaluation. The criteria outlined below will be used in evaluating the submittals and determining the most qualified Offeror. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored Offeror 1st, the second-highest scored 2nd, etc. This ranking will then be totaled. From the ranking, the Panel intends to select the most qualified Offeror and begin negotiations.

The Panel may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have maximum of 10 points. The number of Offerors to participate in interviews, if any, will be determined by the Panel based on the recommendation of the Panel. The Panel will notify the finalists, in writing, of the criteria to be used for the interview. The interview process may not include an Offeror presentation and the Offerors will not be given questions to prepare for in advance of the interview. Interviews will only be held if the Offeror teams are closely ranked.

4.2 AWARD RANKING CRITERIA

The Contract(s) will be awarded with reasonable promptness by written notice to the most responsive and responsible Offeror(s) who meets the requirements and criteria set forth in this RFP. UOG reserves the sole right to determine the acceptability and ranking of proposals in any respect to meet UOG's needs with or without out numeric ranking in any of the qualifying evaluation factors. In the evaluation process, UOG will be considering the following factors:

4.2.A The plan for performing the required services **(30 Points)**:

4.2.A.1 QUALITY OF TECHNICAL APPROACH PROPOSED FOR COMPLETION OF WORK STATEMENT AND OBJECTIVES **(15 points)**:

4.2.A.1.1 New ideas presented by the Offeror in proposal.

4.2.A.1.2 Ability to demonstrate innovative techniques to develop data in areas where such data is scarce.

4.2.A.1.3 Demonstrated interest of the Offeror in the success, efficiency, and workability of facilities during project implementation and after they are placed in operation.

4.2.A.2 PROJECT PLANNING AND SCHEDULING **(15 points)**:

4.2.A.2.1 Submittals meet and conform to the announced requirements of UOG in all material respects, including delivery schedules.

4.2.A.2.2 Past performance in keeping costs within project budgets and design estimates.

4.2.B The ability to perform the services as reflected by the technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services **(50 Points)**:

4.2.B.1 PROJECT MANAGEMENT AND PROJECT MANAGER EXPERIENCE **(25 points)**

4.2.B.1.1 Project Management/Project Manager (PM): Proposed PMs shall be experienced Professional Engineers.

4.2.B.1.2 The level of experience of the proposed Project Manager and team shall be evaluated to determine their expertise and experience in managing numerous projects. Preference shall be given to a proposed Project Manager that has experience as Project Manager managing design-bid-built construction contracts with estimated construction cost of at least ten million U.S. dollars (\$10,000,000.00). The projects must demonstrate that the proposed PM was responsible for managing the design services contract, including but not limited to: providing excellent management skills in dealing with contract issues; maintaining overall design budget and invoicing; managing task budgets, sub-consultant's budgets and changes to scope; monitoring and reporting on budget and schedule; managing and coordinating

numerous sub-consultants; communicating and coordinating project activities between and among the Owner, consult team, and numerous stakeholders; coordinating the quality and integration of timely design deliverables; managing the quality control for project deliverables and ensuring superior quality in the deliverables; and being the primary point of contact and communication between the Consultant's team and Owner.

4.2.B.2 PROJECT DESIGN ENGINEERS (PDE) EXPERIENCE **(15 points)**

4.2.B.2.1 Proposed PDEs shall be experienced Professional Engineers with experience in the following areas:

- 4.2.B.2.1.1 Experienced in developing engineering studies, evaluations, technical memos, reports, and recommendations.
- 4.2.B.2.1.2 Familiar with design standards and practices for all aspects of engineering in their respective disciplines.
- 4.2.B.2.1.3 Experience in analysis of results, including input to models, final outputs, and analysis of model results.
- 4.2.B.2.1.4 Experienced in development plans, specifications and estimates at design phases 30%, 60%, 90% and final submittals.
- 4.2.B.2.1.5 Experienced in Quality Assurance / Quality Control (QA/QC) and Value Engineering.

4.2.B.3 PROJECT EXAMPLES (SUBJECT TO VERIFICATION BY EVALUATION COMMITTEE) **(10 Points)**

4.2.B.3.1 The panel will evaluate the project examples provided by each Offeror to determine the proposed team's experience with projects involving the specialized experience and technical expertise described under the previous criterion, including the amount of direct involvement on the part of the key personnel proposed for this contract. Preference in scoring will be given to examples of projects and to examples that demonstrate the Offeror's ability to deliver successful projects in an environmental working within educational institutions and the complexities of university facilities. Offeror shall submit no less than three (3) and no more than five (5) project example.

4.2.C The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting **(10 Points)**.

4.2.C.1 Offeror must demonstrate the availability of necessary financing, equipment, facilities, expertise, personnel, and experience by providing satisfactory evidence of organization, capital, equipment, and machinery available for use on this contract to complete the work to the satisfaction of UOG within the time limit stated on the proposal.

4.2.C.2 The Offeror shall have the capability to provide all drawings in both electronic and hard copy formats. All electronic CAD files shall be prepared in AutoCAD R2000i or later release. Conversion from CAD software such as Micro Station or Intergraph into AutoCAD is NOT acceptable. A conversion of all drawings made with drafting software must have one (1) of the documents in pdf format for UOG's use and filing with its CIP investment records or to file with the grant records. Documentation prepared by the engineers under these contracts may be used for either Design-Bid-Build or Design-Build acquisition strategies.

4.2.D A record of past performance of similar work **(10 Points)**.

4.2.D.1 The Offeror shall demonstrate corporate experience with no more than four (4) projects completed within the last 5 years performing Design-Bid-Build contract and/or contract similar in size and scope to this project. Scoring will be more favorable if both criteria are met.

4.2.E Interviews *(when determined to be necessary)*; additional **10 Points**.

4.2.E.1 The Selection Committee may only conduct interviews if two or more Offerors are numerically tied in their evaluation scores. When the Select Committee determines that interviews are necessary, the interviews will be conducted with the involved Offerors.

4.2.E.2 Offeror will be notified in writing of the request and provided the date, place, and time of the interview. The interview process will not include any Offeror presentation and no questions will be given in advance to prepare for the interview. The Panel may choose to use different criteria for the interview, in which case the Offerors will be so notified in writing.

4.2.E.3 Failure to participate in the interview process shall result in an Offeror's qualification from further consideration.

SECTION 5 PARTICIPATION IN THE RFP SOLICITATION PROCESS

5.01 PREPARATION AND SUBMISSION OF PROPOSALS

All submittals must strictly conform to the Request for Proposal and any addenda. The Offeror is responsible to read, understand, and comply with the terms and conditions set forth within this RFP. If the offeror takes exception to any part of this RFP, they must correspond with UOG's Procurement Manager stating their case within ten (10) working days prior to the RFP's closing date. Submittals may be disqualified if Offeror's terms and conditions conflict with UOG's terms and conditions. All Proposals shall remain the property of UOG.

Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. UOG may make a final determination as to whether a proposal is acceptable or unacceptable solely based on the Proposal as submitted and proceed with proposal evaluation without requesting further information from any Offerors. If UOG deems it otherwise desirable and in its best interest, UOG may, in its sole discretion, request from Offerors additional information clarifying or supplementing, but not basically changing any proposal as submitted. Additional information requested may be over the telephone or in individual meetings with selected Offerors to clarify and discuss their proposals. Failure by an Offeror to attend such requested meeting(s) shall be a cause of disqualification. All clarifications shall be documented by Offerors as addendum to the submittals.

5.02 RFP FORMS (STANDARD FORMS 330)

OFFEROR will submit his proposal on the required forms. The blank space must be filled in correctly for each line item, and for every RFP item for which quantity is required, including the quantity of zero. In the Priced Proposal, the OFFEROR must state the price, written in ink, for which he proposes to do each item of work called for. All papers bound with or attached to the proposal form are necessary parts thereof and must not be detached.

5.02.1 Examination of Work Site and RFP Documents: A pre-proposal site inspection will be conducted for all interested Offerors. Each Offeror will be given the opportunity to examine the Work Site to familiarize himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him of the obligations and responsibilities assumed under the Contract.

5.02.2 Interpretation of the Approximate Quantities: Offeror's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on Section I - General Requirements or elsewhere, is approximate only and not guaranteed. UOG does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

5.02.3 Familiarity with Laws: OFFEROR is assumed to be familiar with Federal and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him from responsibility.

5.03 CLARIFICATION OF REQUEST FOR PROPOSAL.

Each Offeror must carefully examine the Request for Proposal and all addenda. If any Offeror (a) finds any discrepancies, omissions, or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the Offeror must promptly notify the following UOG personnel in writing no later than ten (10) working days prior to the closing date of this RFP:

EMILY GUMATAOTAO
Supply Management Administrator
Phone: 735-2925, Fax: 734-3118
E-mail Address: uog.bids@triton.uog.edu

Copy: GLENN LEON GUERRERO,
Director of Facilities Management & Services
Phone: (671) 735-2376/77
E-Mail Address: glennlg@triton.uog.edu

Replies to such notices may be made in the form of addenda, which will be issued simultaneously in writing to Offerors. UOG further reserves the right to respond to all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

5.04 ALTERNATIVE PROPOSALS AND RFP INCONSISTENCIES.

UOG reserves the right to withhold its approval of any or all ALTERNATIVES proposed by Offerors and to deny any or all requests for such approvals.

Any provisions in the Offeror's proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or ALTERNATIVES are deemed waived by the Offerors. In the event the Contract is awarded to Offerors, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by UOG.

5.05 MODIFICATIONS OR WITHDRAWALS OF PROPOSALS.

UOG may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously in writing to all Offerors.

Modification or Withdrawal of Proposals: Proposals may be modified or withdrawn by written notice received in the Procurement Office of UOG prior to the time and date set for the opening of proposals or submittals. There shall be no modifications or withdrawals after the opening date. Any proposals or submittals received after the time and date set for receipt of proposals or submittals is late. Any withdrawal or modification of a proposal or submittal received after the time and date set for opening is late. No late modification or withdrawal will be considered unless received before the date of opening.

ADDENDA: Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP(s), for the purpose of changing the intent of the plans and Technical Specifications, clarifying the meaning of same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications. Any addenda issued will be faxed to all OFFERORS. OFFEROR shall acknowledge receipt of same by his signature on one copy which is to be returned to UOG. The other copy shall accompany the proposal or submittal. Acknowledgment may also be made in writing.

5.06 AWARD OR REJECTION OF PROPOSALS.

Proposals will be opened privately in the presents of at least two (2) University employees. No proposal will be accepted after the deadline "Time for Acceptance". All proposal submissions shall be valid for ninety (90) days from date of the RFP closing. Cancellation of Solicitation: UOG reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in part at any time prior to the final award. In case of cancellation or rejection, all bonds (if any required) will be concurrently returned. The reasons for the cancellation, delay or rejection will be made a part of the project file and shall be available for public inspection.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS and all Performance Bonds (See Section 4.10) shall be returned.

Disqualification of OFFEROR: More than one proposal or submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an OFFEROR is interested in more than one project for the same work will cause the rejection of all proposals or submittals in which such OFFERORS are believed to be interested. Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work. Proposals or submittals in which the prices obviously are unbalanced will be rejected.

5.06.1 Acceptance of Proposal contents: The contents of the Proposal of the successful Offeror may become contractual obligations if a contract ensues. Failure of the successful Offeror to accept these obligations may result in a disqualification of the Proposal. Escalator Clauses:

- A. Any Priced Proposal which is submitted subject to an open or unlimited escalator clause will be rejected.
- B. Priced Proposals without escalator clauses are desired, and the absence of such clauses will be a factor in the evaluation.
- C. Where a Priced Proposal contains a fixed limit of escalation, such Proposal will be evaluated based on the sum of the base Proposal plus the maximum escalation.

5.07 EXECUTION OF THE CONTRACT

The Offeror to whom the Contract is awarded shall deliver to UOG all signed contract documents prior to performing any services on UOG's premises. A contract will be issued to the most qualified, responsible, and responsive Offeror indicating commencement of the project.

Execution of Contract:

The Offeror to which this Contract has been awarded shall sign the necessary agreement entering the Contract UOG with and return them to UOG within two (2) days. The Contractor will carry out this assignment under the direction and control of the President of the University of Guam or his designee(s).

COMPLETION DATE:

OFFEROR shall realize that satisfactory completion of this work within the period shown on the Contract form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

FAILURE TO EXECUTE CONTRACT:

Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified, responsible, and responsive OFFEROR or re-advertised, as UOG may elect.

5.08 LIMITATIONS.

This RFP does not commit UOG to award a contract, to pay any costs incurred in the preparation of an offer under this request, or to procure a contract for services. UOG reserves the right to reject all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

5.09 SIGNATURE

The proposals shall be signed by an official authorized to contractually bind the Offeror. The proposal shall also provide the following information:

- Name, Title, Address, Telephone and Facsimile Numbers of the individual(s) with authority to negotiate and contractually bind the Offeror and who may be contacted during the period of proposal evaluation and contract negotiation. For this RFP, the proposal must remain valid for at least 90 days.
- Signature on Proposal: OFFEROR must sign his proposal correctly. If the proposal is made by an individual, firm or partnership, or a corporation, the person signing the proposal shall show the name and respective business address.

5.10 TERM

The term of this contract will expire upon completion of the services. The contract may be terminated by UOG at any time within 30 days upon written notification from UOG of the intent to terminate.

5.11 BID AND PERFORMANCE BOND.

There is no bonding requirement for professional A/E services. However, there is a 100% Performance & Payment Bond requirement, which must be submitted when the Construction Contractor (C/C) receives the formal Notice to Proceed (NTP) to begin installation activities. The C/C shall submit the performance bond within fourteen (14) days after award notification. If the C/C is unable to do so, UOG may then terminate all negotiations with current C/C and then proceed to a bid advertisement for another qualified construction contractor.

BOND REQUIRED:

Good and sufficient bonds, in the penal sum of 100% of the estimated amount of the Contract, with a surety company satisfactory to UOG, will be required from the Construction Contractors (C/C) guaranteeing that the Contract will be faithfully performed; that C/C will save OWNER harmless on account of all claims for damages to persons, property or premises arising out of his operations prior to the acceptance of the finished work; and that he will promptly make payment to all persons supplying him labor, materials, supplies and services used directly or indirectly by the C/C in the prosecution of the work provided for in the Contract. In the event the surety company becomes unsatisfactory to UOG, it may, in its discretion, require from the C/C an additional or new bond in the same or lesser penal sum, satisfactory to it, and to be conditioned as above required. Upon failure to furnish such additional or new bond within fourteen (14) days from the date of written notice to do so, all payments under this Contract will be withheld until such additional bond is furnished.

5.12 INVOICING AND PAYMENT TERMS & CONDITIONS.

All Invoices shall include supporting documents (i.e., timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by UOG Project Manager (i.e., Director of Facilities Management & Services, "FMS") prior to invoice submittal for charges. All invoices will be paid NET 30 Days from date invoice is received at the UOG Business Office from the UOG Project Manager or FMS Director. All invoices will be subject to a ten percent (10%) retention. The retention will be paid 60 days after the completion of the contract.

5.13 TAXES.

Offerors are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

5.14 INSURANCE.

Indemnity and Hold Harmless Agreement: Contractor shall protect, defend, and hold UOG, its Regents, Officers, agents, and employees, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Contractor, its Directors, Officers, agents, employees, subcontractors, licensees, or invitees arising out of the performance of the Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting solely from the sole negligence of the UOG.

- 5.14.A Contractor Provided Insurance: The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance during the entire term of this Agreement.
- General Liability Insurance: Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations and, Broad Form Property Damage. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$3,000,000 annual aggregate. Deductibles, if any, shall be approved by the University. The University of Guam, its Regents, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
 - Professional Liability Insurance: Professional Liability Insurance in an amount not less than \$3,000,000 combined single limit of liability per incident. Deductibles, if any, shall be approved by the University. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provides coverage exclusively for the stated jobs only, and the University of Guam, its Regents, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
 - Automobile Liability: Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the Projects in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by the Owner. The University of Guam, its Regents, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
 - Workers Compensation: Statutory Workers' Compensation and Employers Liability insurance.
 - Cancellation: All policies shall contain an endorsement requiring insurers to provide the UOG with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
 - Carriers: All policies shall be provided by insurance carriers licensed to conduct business on Guam and having a rating of B or higher by the A. M. Best Company.
 - Certificates: Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.
 - Exceptions: Exceptions to any of the above requirements may be made only by written authorization of UOG.

END OF PART 1, Section 1.08: ATTACHMENT C - PROPOSAL REQUIREMENT; INSTRUCTION FOR WRITTEN PROPOSAL

1.09 ATTACHMENT D: EDA REGULATIONS APPLIABLE TO GRANT AWARD 07 79 07557

The following federal laws, rules, regulations, and requirements found within these EDA documents listed as EXHIBITS take precedence in cases of conflict between federal and Guam requirements in this RFP. By accepting this grant award, the University accepted the grant terms and conditions for the implementation of the Construction Projects. The University has acknowledged the applicable requirements that may modify written instructions in this RFP. If a CONFLICT is discovered between the RFP's instructions, terms, and/or conditions and the EXHIBITS, please use the required form labelled "WRITTEN QUESTIONS or REQUEST FOR CLARIFICATIONS" to send UOG. The required form is designed to drawing appropriate attention from the Procurement Officials, so immediate actions can be taken to prepare a needed response to the question(s) received.

The exhibits listed below are EDA requirements for compliance with EDA grant award no. 07-79-07557 and take precedence over the requirements of the government of Guam and the university of Guam in the event of a conflict. The EDA requirements described in each exhibit document may modify some of the terms and condition governing this RFP as it relates to the EDA funded construction project.

MODIFICATIONS TO THE RFP FOR EDA COMPLIANCE AS REFERENCED IN THE EDA REQUIREMENTS BELOW:

- 1.10 EXHIBIT 01: EDA REGULATIONS AT 13 C.F.R. CHAPTER III (108 pages)**
- 1.11 EXHIBIT 02: UNIFORM GUIDANCE - SEE 2 C.F.R. PART 200, SUBPART F: AUDIT REQUIREMENTS (62 pages, 02/12/16)**
- 1.12 EXHIBIT 03: U.S. DEPARTMENT OF COMMERCE ~ ECONOMIC DEVELOPMENT ADMINISTRATION EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS (29 pages)**
- 1.13 EXHIBIT 04: UNITED STATES DEPARTMENT OF COMMERCE ~ ECONOMIC DEVELOPMENT ADMINISTRATION SUMMARY OF EDA CONSTRUCTION STANDARD ~ *A Reference Tool for Construction Investments Made under Sections 201 or 209 of the Public Works & Economic Development Act of 1965, as Amended (42 U.S.C. § 3121 et. seq.) (31 pages)***
- 1.14 EXHIBIT 05: COMPLIANCE WITH EDA DISASTER ASSISTANCE PROGRAM REQUIREMENTS FRAUD AWARENESS TRAINING (40 pages)**
- 1.15 EXHIBIT 06: DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL FORM) (2 Pages)**
- 1.16 EXHIBIT 07: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS AND LOBBYING (FORM CD-512) (1 page)**
- 1.17 EXHIBIT 08: NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4) (1 page)**
- 1.18 EXHIBIT 09: FEBRUARY 25, 2021 (SER J4/0177) DEPARTMENT OF NAVY (JOINT REGION MARIANAS) LETTER TO UOG REGARDING FOREIGN LABOR FOR UOG SCIENTIFIC EDUCATION & RESEARCH FACILITIES, MANGILAO GUAM (1 page)**
- 1.19 EXHIBIT 10: CERTIFICATION OF COMPLIANCE ~ ARCHITECTURAL BARRIER (1 page)**
- 1.20 EXHIBIT 11: CERTIFICATION OF COMPLIANCE ~ SEISMIC SAFETY COMPLIANCE (1 page)**

END OF PART 1, Section 1.09: ATTACHMENT D

END OF UOG RFP P21-01
PART 1 OF 5

