

**RESEARCH CORPORATION OF THE UNIVERSITY OF GUAM
REQUEST FOR PROPOSAL NO. 20-01**

Forest Bird Monitoring and Assessment on Tinian Joint Region Marianas (JRM) Leased Lands

RFP Issue Date: April 3, 2020

Number of Pages: 29

**Proposal Due Date and Time:
May 4, 2020
4:00 p.m., Chamorro Standard Time**

ISSUING AGENCY INFORMATION

Research Corporation of the University of Guam
303 University Drive
Mangilao, Guam 96923
Phone: (671) 735-0250
Website: <http://www.uog.edu/rcuog>

Single Point of Contact:

Cathleen Moore-Linn
Executive Director,
Research Corporation of the University of Guam
House #33, Deans Circle, University of Guam Campus
Mangilao, Guam 96913
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INSTRUCTIONS TO OFFERORS

Return Proposal to:
RCUOG Office
University of Guam
House #33, Deans Circle
Mangilao, Guam 96913
Email: cmoore@triton.uog.edu

Mark Face of Envelope/Package:
RFP Number: RFP 20-01
RFP Title: Forest Bird Monitoring and Assessment on
Tinian Joint Region Marianas (JRM) Leased Lands
Proposal Due Date: May 4, 2020 4:00 p.m.
(Chamorro Standard Time)

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Point of Contact/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror E-mail Address:

Offeror Federal I.D. Number (If Applicable):

OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS

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OFFEROR'S CHECKLIST

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

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

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

SECTION 1: SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	April 3, 2020
Deadline for Receipt of Written Questions	April 17, 2020 4:00 p.m. (Chamorro Standard Time)
Issuance of Answers to Written Questions	April 24, 2020
Proposal Due Date	May 4, 2020 4:00 p.m. (Chamorro Standard Time)
Anticipated Discussions with Offerors	None scheduled at this time (subject to change)

SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS

2.1 **PROJECT OVERVIEW**

The Research Corporation of University of Guam, (hereinafter referred to as “RCUOG”) is issuing a Request for Proposals to find a partner who can:

- 1) Conduct surveys for ten (10) native forest birds on Tinian MLA following protocol and transects used by USFWS for Tinian monarch post-delisting monitoring.
- 2) Monitoring and Species Biology:
 - a) Incorporate actions outlined in the draft Tinian Monarch Post-Delisting Monitoring Plan which include: large-scale variable circular plot surveys.
 - b) Investigate the status and viability of the Tinian monarch and enable analyses of population trends and species’ biology to enhance and conserve populations.
 - Collect additional natural history data to improve management capability of Tinian monarch in the MLA. In addition, investigate potential limiting factors including competition with invasive species, predators and rates of predation, survival, reproductive success, site fidelity, habitat use, and other appropriate life history parameters that will inform management.
 - If population decline is identified (during roadside point counts, small-scale early warning plots, or large-scale variable circular plot surveys), conservation measures appropriate for identified threats/stressors will be developed and discussed with parties to this Agreement to ameliorate such factors.
 - c) Assess impacts from predators and apply predator control measures, if appropriate, to improve nesting success and juvenile and adult survival.

A more complete description of this project is provided in Section 4, Scope of Project.

2.2 **REQUEST FOR PROPOSAL**

2.2.1. Availability. This Request for Proposal (“RFP”) is available for download from RCUOG’s website at <http://www.uog.edu/rcuog>. A copy of the RFP may be e-mailed to a prospective offeror by RCUOG upon request. Upon obtaining this RFP, prospective offerors must complete the Acknowledgement of Receipt Form set forth as **Attachment E** to this RFP and return the completed form to RCUOG in order to receive any addenda or other notices related to this RFP. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to RCUOG may result in the prospective offeror not receiving notices from RCUOG regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

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

2.3 **PRE-PROPOSAL QUESTIONS AND CONFERENCE**

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

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

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

2.4 PROPOSALS

241. General. Proposals must be in writing, signed in ink, and prepared as described in **Section 6**. Offerors must clearly mark one proposal as "ORIGINAL" and provide four (4) hard copies. The original and hard copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Price quotes for proposals must be submitted in a separate, sealed envelope to be opened only after the proposals have been evaluated, Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Offerors may designate portions of the proposals which contain trade secrets or other proprietary data to remain confidential. Proposals must include: offeror contact information and principal place of business, the abilities, qualifications, and experience of all persons assigned to provide the required services, description of past performance on similar contracts and tasks as outlined in the RFP, detailed plan explaining how the services will be performed. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by RCUOG as being non-compliant. Proposals may be mailed to: Cathleen Moore-Linn, RCUOG, 303 University Drive, Mangilao, GU 96913 or delivered to House #33 Dean Circle, UOG campus between the hours of 8AM to 5PM.

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

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

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

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

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

247. Rejection of Proposals. Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of RCUOG.

2.5 DISCUSSIONS AND EVALUATION

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

252. Discussions. The evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the offeror's qualifications; and (2) explore with the offeror the scope and nature of the proposal, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussions may be video or audio recorded. At least one key offeror representative must be present for such discussions in person or via Skype or similar technology. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing offerors.

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

254. Selection of the Best Qualified Offerors and Award. After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The RCUOG Chief Business Officer will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the Administrator for approval. Once approved, RCUOG shall negotiate a contract with the best qualified offeror determined in writing to be fair and reasonable. If compensation is agreed upon with the best qualified offeror, a recommendation will be made to the RCUOG Executive Director to execute a contract. If not, RCUOG may enter into negotiations with the next qualified offeror, and so on.

2.6 REQUIRED AFFIDAVITS AND ASSURANCES

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-5**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (Attachment A-1). As a condition

of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the Research Corporation of the University of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint venturers who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

- Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (Attachment A-3). The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- Affidavit re Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- Affidavit RE Ethical Standards per 2 GAR § 11103 (Attachment A-5). The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5

Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

2.7 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 3: GENERAL INFORMATION

3.1 AUTHORITY

This RFP is issued under the authority of PL 32-114 and the RCUOG Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

3.2 OFFEROR COMPETITION

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

3.3 SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **offerors shall not communicate with any RCUOG staff, Board Members or officials regarding this procurement**, except at the direction of Cathleen Moore-Linn, Executive Director, RCUOG. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Cathleen Moore-Linn
Executive Director, RCUOG
University of Guam
House #33, Deans Circle
Mangilao, Guam 96923
Phone Number: (671) 735-0250
Email: cmoore@triton.uog.edu

3.4 TAXES

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation. **NON-RESIDENT TAX WITHHOLDING.** A nonresident bidder 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%, of the total value of a contract awarded by RCUOG contracts for professional services as a cost of doing business with the RCUOG.

3.5 LICENSING

Offerors are cautioned that they are subject to Guam Business Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

3.6 RECEIPT/OPENING OF PROPOSALS

Proposals shall not be opened publicly; and shall be opened in the presence the selection committee. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the lease terms and development plan offered. The Register of Proposals shall be opened to public inspection only after award of the lease. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

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

3.8 DETERMINATION OF RESPONSIBILITY

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

3.9 COMPLETENESS OF PROPOSALS

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

3.10 FAILURE TO COMPLY WITH INSTRUCTIONS

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

3.11 RCUOG'S RIGHTS RESERVED

While RCUOG has every intention to enter into a public private partnership and lease as a result of this RFP, issuance of the RFP in no way constitutes a commitment by RCUOG to award and execute a lease or enter into a public private partnership. Upon a determination such actions would be in its best interest, RCUOG, in its sole discretion, reserves the right to:

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

3.12 NONDISCLOSURE OF DATA

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

3.13 DEBARMENT

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

3.14 NON-LIABILITY WAIVER

The information in this RFP is intended to provide general information regarding the development opportunity. This information is not intended or warranted to be a complete statement of potential land/property use issues and/or procedures to which the offeror may be subject, nor is this information intended to be a complete statement of all the information the offeror might be required to ultimately submit. All facts and opinions stated herein and in any additional information provided by RCUOG, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto. Each individual or firm submitting a proposal shall execute Non-Liability Waiver, in the form provided as **Attachment D**, with its proposal.

3.15 DECLARATION re COMPLIANCE WITH U.S. DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION: In accordance with 5 GCA §§ 5801 and 5802, as may be applicable, each bidder 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 most recent 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.

3.16 EQUAL OPPORTUNITY EMPLOYER AND PROVIDER: It is the policy of RCUOG to provide equal opportunity in its higher educational mission and as employer. RCUOG complies with all federal and local statutes, rules and regulations which prohibit discrimination in its policies and practices and direct affirmative action, including but not limited to Titles VII and IX of the Civil Rights Act of 1964 (as amended), Executive Order 11246, and the Equal Pay act of 1963 (as amended). The University shall promote a full realization of equal opportunity through a positive, continuing program, including a requirement that those doing business with the University also are equal opportunity employers.

3.17 CONTRACTOR PROVIDED INSURANCE: The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance, if applicable, during the entire term of the Agreement:

a) 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 the Owner. The policy shall be endorsed to include the Owner as an additional insured as its respective interests may appear at the time of loss.

b) LIABILITY INSURANCE: 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 \$2,000,000 annual aggregate. Deductibles if any shall be approved by the Owner. The Research Corporation of the University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured as respects any claims arising out of the Project.

c) 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 the Owner. The Research Corporation of the University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured's as respects 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.

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

CERTIFICATES: Contractor shall provide evidence of the required insurance on standard Accord forms or

equivalent.

3.18 UOG'S GREEN PROTOCOLS: In compliance with the University of Guam's policies to promote recycling, energy conservation, and its going "Green" initiatives; the awarded offeror (or Contractor who has entered into a contract with the University) must be willing to read and abide to the University's Green Protocols as listed under [http://www.uog.edu/admin/assetmanager/images/uog%20 green/uoggreen_protocols_2009-12-04.pdf](http://www.uog.edu/admin/assetmanager/images/uog%20green/uoggreen_protocols_2009-12-04.pdf) when working on UOG's premises (grounds or facilities).

3.20 BIODEGRADABLE, REUSEABLE, RECYCLABLE MATERIALS: Biodegradable, Reusable, Recyclable or Recycled Material or Any Combination: The Chief Procurement Officer, shall, whenever possible, procure products that are biodegradable, reusable, recyclable, or made of recycled material, or any of these in any combination. The cost (prior to any adjustments for local vendors) 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.

SECTION 4: SCOPE OF PROJECT

4.1 OVERVIEW

The Research Corporation of University of Guam (RCUOG) is a public corporation within the University of Guam and will act as the fiscal agent for extramural funding on behalf of the University for any public private partnership that results from this RFP. This Request for Proposals (RFP 20-01) is soliciting a contractor to perform the following tasks:

Task 1 – Survey for forest birds on Tinian MLA:

1. The Recipient shall use USFWS survey protocols to conduct large-scale variable circular plot surveys for ten (10) native forest birds along the original 10 transects established by the USFWS on Tinian Military Lease Area (MLA) within the initial
2. The surveys are focused on ten native bird species, which are: Bridled white-eye (*Zosterops conspicillatus*), Collared kingfisher (*Todiramphus chloris*), Island collared-dove (*Streptopelia bitorquata*), Mariana fruit-dove (*Ptilinopus roseicapilla*), Micronesian megapode (*Megapodius laperouse laperouse*), Micronesian myzomela (*Myzomela rubratra*), Micronesian starling (*Aplonis opaca*), Rufous fantail (*Rhipidura rufifrons*), Tinian monarch (*Monarcha takatsukasae*), and White-throated ground-dove (*Alopecoenas xanthonurus*)
3. In addition to the ten (10) forest birds, all other birds encountered during surveys should be documented as well.
4. The Recipient shall review documents and publications that provide information on flora and fauna in the survey area.
5. The Recipient shall obtain available mapping and imagery of the survey area and its vicinity. Based on the knowledge gathered from the document review, the Recipient must complete a survey plan, including field methods, layout of survey routes or plots, and data analysis methods for each survey type. It is the assumption that this project will be designed to share as many resources and expenses as possible with other natural and cultural resource surveys.
6. Bird population density and abundance estimates shall be calculated using similar methods from island-wide surveys. Results and data analyses of bird surveys conducted under this contract shall be coordinated with the CATR. Detection functions shall be calculated for each species and analyzed to estimate densities. Densities shall be estimated by habitat type, and overall abundance or population estimates shall then be calculated using within-habitat density estimates. The Contractor shall use landcover estimates derived from the most up-to-date spatial data.

Task 2 – Survey for Micronesian Megapodes:

1. The Recipient shall conduct surveys to gather enough data to assess the current population status the Micronesian Megapode. The Recipient shall survey transects used by USFWS for megapode surveys in 2008, two times each (see DoN 2014; Figure 4). Work will be conducted outside of the MLA (Figure 4; survey transects 8-10, 13, and 14) only with written permission from the landowner (private or government). Note that none of the survey transects in the MLA are located on International Broadcasting Bureau (IBB) land, such that permission from the IBB will not be needed.

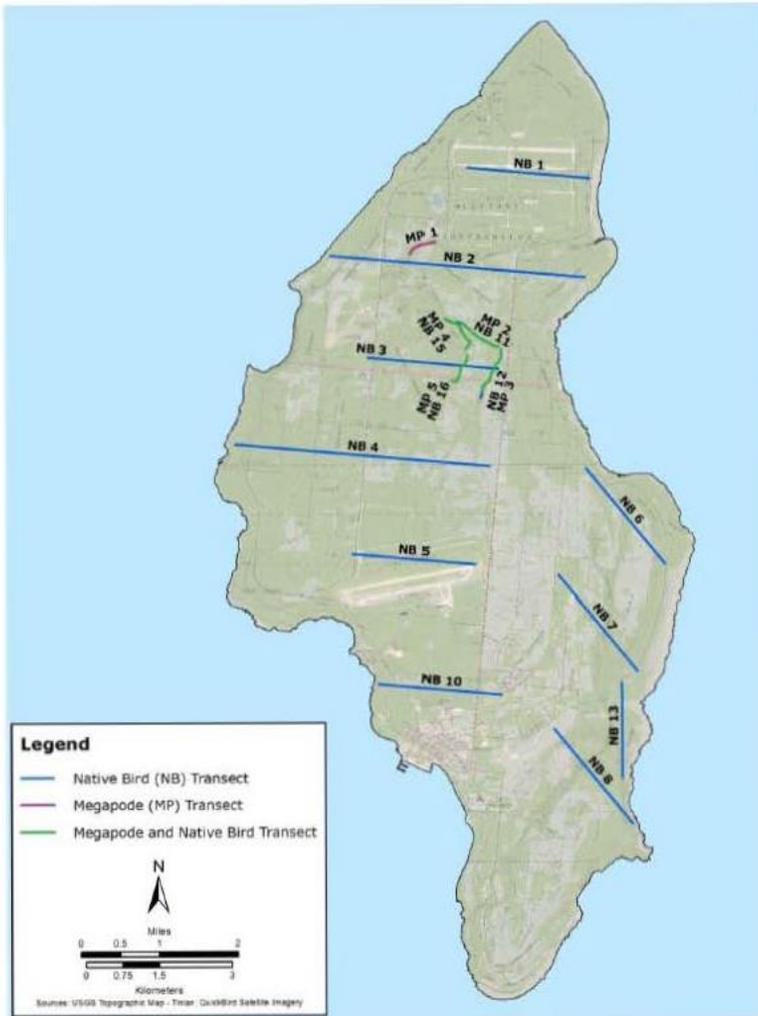


Figure 4. Survey transects for native forest birds (NB) and Tinian megapodes (MP) on Tinian, CNMI.

2. In conducting megapode surveys, the Recipient shall use the field survey and data analysis methods used by USFWS for their 2008 and 2010 megapode surveys. The Recipient shall conduct point count surveys twice per transect on dates between 15 May and 30 June on Tinian. Surveys shall be conducted along transects at point count stations that are spaced at least 150 meters apart (stations within and between all transects should be spaced at this minimum distance). Each point count shall consist of a 3-minute count, including a broadcast of 30 seconds of a taped playback megapode call (using Foxpro NX3 or FX5 or similar playback equipment) followed by 2 minutes and 30 seconds of observation with no playback. Estimation of horizontal distances to all megapodes heard and/or seen during the survey shall be recorded. Rangefinders may be used during the surveys to assist in distance estimation. Additional data to be collected for each observation shall include direction of the bird from the survey point and time of detection. Data collected at each survey point shall include habitat type, percent cloud cover, rain and wind conditions, understory openness, canopy height, and percent canopy cover. Surveys shall commence at sunrise and end no later than 1100 hours; surveys may also be conducted between 1400 and 1800 hours.
3. The Recipient shall survey the point count stations along transects used by USFWS for megapodes and other bird species in 2013 (see DoN 2014). Surveys will be conducted on the existing transects (Figure 4), and potentially new transects as agreed upon with the CATR.

Task 3 – Status and distribution of the Tinian Monarch:

1. The Recipient shall investigate the status and viability of the Tinian monarch and enable analyses of population trends over time to enhance and conserve populations by implementing the following:
 - a. Collecting additional natural history data of Tinian monarchs in the MLA to improve management capability, including data on:
 - i. Reproductive success among habitat types
 - ii. A telemetered analysis of home-range habitat use
 - iii. Site fidelity
 - iv. Juvenile and adult survival
 - b. Investigate potential limiting factors, such as: competition with invasive species, predation, and impacts by weather, etc.
 - c. Vegetation shall be sampled at Tinian nesting locations across a range of habitat types to inform a nesting habitat suitability model.
2. The Recipient shall assess impacts from various predators and apply predator control measures, if appropriate, to improve nesting success and juvenile and adult survival.

Task 4 - Draft and Final Reports: Forty-five (45) days before the end of performance period, the Recipient will submit a Draft Final Report. Refer to Section J specific submittal requirements, including content, format, and delivery.

Task 5 – Project Planning: The Recipient shall participate in a kick-off meeting prior to the start of work to become acquainted with the various parties involved with the project; to discuss the statement of the proposed work including scheduling, and coordination; and to define channels of communication and points of contact.

1. The Recipient will be responsible for presenting a plan of action and milestones (POAM) for timely completion of the work. The POAM will be provided to the CATR at least 1 week prior to the kick-off meeting. CATR will comment on POAM and Recipient will incorporate comments before POAM is finalized.
2. The Recipient shall ask any questions related to the successful completion of the work.
3. The Recipient shall be responsible for documenting the discussions (meeting minutes). Meeting minutes shall be provided to the CATR within 5 days after the kick-off meeting.
4. The kickoff meeting will be held on Saipan (location to be determined) or via conference call.
5. The Recipient shall provide project status and schedule updates, and coordinate field work and deliverables throughout the duration of the Agreement.

Task 6 – Project Management: The Recipient shall provide project oversight and coordination for all technical requirements and tasks. This will include; maintaining budget coordination, tracking, and reporting, as appropriate.

1. The recipient is responsible for providing monthly updates to the CATR and the updates shall include implementation accomplishments, technical aspects, any project coordination difficulties, safety concerns, incidences observed during surveys, agreement's quality control and assurance activities and their successful implementation of the APP, AHA and HACCP (see below).
2. The CATR will inspect all documents that recipient is required to provide, inspect all relevant equipment, interview Recipient's staff to determine which actions were taken, and accompany Recipient during field ops to provide adequate Government oversight.

4.4 OFFER RESPONSIBILITIES

An independent contract will be prepared once negotiations with the successful offeror(s) have concluded. Since the contract will require offeror(s) to carry out various responsibilities as indicated in the Scope of Work, the following documents must be provided:

4.4.2 Curriculum vitae or resumes for individuals who meet the following minimum qualifications:

4.4.2.1 Principle Investigator(s) (PI): The PI(s) shall meet the following requirements:

4.4.2.1.1 Possess at least a Masters in Science (MS) degree in avian ecology, ornithology or closely related field with thesis and field experience in avian ecology.

4.4.2.1.2 At least two (2) years of PI or Project Manager (PM) have a minimum of three field seasons of experience conducting point or transect counts for land birds and shall be capable of training avian Field Biologists to recognize all species listed above by sight and sound prior to the conducting of field surveys. The PI(s) shall have substantial writing and peer-reviewed journal publication experience. They shall also have experience leading field crews in remote locations and rugged terrain and be physically able to be present and participate in all surveys.

4.4.2.2 Project Manager: The Recipient shall assign an appropriate number of PMs for this Agreement, who shall be responsible for the performance of the entire work under this SOW. The Project Manager's role is to oversee and plan the field survey logistics in consultation with the PIs and manage the communications and submittals requirements and deadlines. The Project Manager shall ensure that the PIs have the required supplies and support services timed correctly so they are able to obtain robust survey data. The Project Manager must understand requirements of this SOW, ensure that the surveys are conducted by qualified PIs and with appropriate survey methods, and organize the research teams with adequate research technicians.

4.4.2.2.1 Bachelor of Science (BS) degree in in zoology, ecology, biology, botany, or closely related field. At least two (2) years of experience conducting and managing field surveys with this level of complexity (i.e. multiple survey teams, multiple species, logistically and physically complex in a remote region) including experience in the Mariana Islands. Experience with variable circular plot surveys.

4.4.2.2.2 The Project Manager must critically review the draft and final reports.

4.4.2.3 Field Technicians/Technical Field Support Technicians: In working with the PI and PM, these individuals shall: provide field support services; conduct scientific review of literatures; assist in the preparation of field activities, logistics and field equipment; manage the project's files, including field notes and database; assist in the preparation of materials for project meetings; and other duties as assigned.

4.4.2.3.1 These individuals shall have a bachelor's degree or equivalent experience in biology, ecology, zoology, mammalogy, ornithology or other closely related field.

4.4.2.3.2 Field Technicians must have 200 hours of field experience conducting the type of field surveys that they will conduct for this SOW. They shall have at least 200 hours of field experience in tropical or sub-tropical remote locations with complex terrain.

4.4.2.3.3 Field Technicians shall have the physical ability to hike steep terrain, endure very high temperatures and humidity, and be able to carry 30-40 lb. backpacks.

4.4.3 Draft workplan. A draft workplan must be submitted indicating how the tasks mentioned in the Scope of Work above will be executed

- 4.4.4 **Accident Prevention Plan**. This plan must be in compliance with Navy Facilities Engineering Command Safety Notices.
- 4.4.5 **Activity Hazard Analysis**. This plan must be in compliance with Navy Facilities Engineering Command Safety Notices.
- 4.4.6 **Health/Safety Plan**. This plan must be in compliance with Navy Facilities Engineering Command Safety Notices.
- 4.4.7 **Budget**. Budget must be broken down by task

SECTION 5: EVALUATION CRITERIA

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1,000 points. Certain offerors may desire a short term rather than long term lease of the Property. In such cases, proposals must still satisfy the evaluation criteria listed below. Such proposals will be evaluated equally with those that propose long term use of the property.

In the event of tie scores, proposals will be further evaluated in terms of their potential to grow the economy through the generation of jobs, creation of direct and indirect economic activity in the shortest possible time, utilization of existing businesses without unduly competing against them, and other objectives contained in RCUOG's enabling legislation, P.L.32-114.

Offerors are required to address each evaluation criterion listed herein in their proposals. In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

Evaluation Criteria	Value
<u>Conformance with RFP requirements.</u> Proposals will be awarded a maximum of one hundred and fifty (150) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at RCUOG's discretion.	150 points
<u>Development of draft workplan.</u> Proposals will be awarded a maximum of five hundred (500) points for providing a comprehensive, detailed description of the offeror's workplan by tasks indicated in the Scope of Work.	500 points
<u>Expertise and experience.</u> A maximum of three hundred and fifty (350) points will be awarded under this criterion. Curriculum vitae and resumes must meet all the minimum qualifications indicated under "Offerer Responsibilities	350 points
MAXIMUM POINTS	1000 points

SECTION 6: PROPOSAL STRUCTURE

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

1. **Introduction.**

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

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

2. **Company Overview.**

- a. Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. Year firm established. Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name.
- d. Participating branch offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

3. **Experience of Offeror.**

- a. Primary point of contact. Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the RCUOG and the offeror for all work under the development/lease plan. The manager candidate may be subject to the approval of UOG.
 - i. Provide his/her resume and describe his/her qualifications
 - ii. Explain why this person has been selected as the overall project coordinator/manager.
- b. Key personnel. Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned.

- c. Relevant Projects. Include a listing of current and former relevant projects and a description of the type of project.
4. **Project Plans.**
 - a. Draft Work Plan. The offerer shall submit a draft Work Plan that will show in reasonable detail the approach (including the project's work schedule milestones with dates) that will be taken to successfully accomplish the tasks mentioned in the Scope of Work
 - b. Accident Prevention Plan. The offerer must submit an Accident Prevention Plan in compliance with Navy Facilities Engineering Command Safety Notices.
 - c. Activity Hazard Analysis. The offerer must submit an Activity Prevention Plan in compliance with Navy Facilities Engineering Command Safety Notices.
 - d. Health/Safety Plan. The offerer must submit a Healthy and Safety Plan in compliance with Navy Facilities Engineering Command Safety Notices.
 - e. Budget. The offerer must submit a budget breakdown per task not to exceed \$410,302
5. **Conflicts of Interest**. The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with RCUOG or the University of Guam.
6. **Qualification to do Business**. The offeror must be certified to do business in Guam concurrent with the execution of the lease agreement. Please certify that offeror will comply with this requirement.
7. **Affirmative Action**. Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
8. **Required documentation:**
 - a. Affidavit Disclosing Ownership and Commissions (Attachment A-1)
 - b. Affidavit Re Non-Collusion (Attachment A-2)
 - c. Affidavit Re No Gratuities or Kickbacks (Attachment A-3)
 - d. Affidavit Re Contingent Fees (Attachment A-4)
 - e. Affidavit Re Ethical Standards (Attachment A-5)
 - f. Non-Liability Waiver (Attachment D)

ATTACHMENT A-1: AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 201 .

 NOTARY PUBLIC
 My commission expires: _____

ATTACHMENT A-3: AFFIDAVIT RE NO GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 201 .

NOTARY PUBLIC
My commission expires: _____, _____.

ATTACHMENT D: NON-LIABILITY WAIVER

The information in this RFP is intended to provide general information regarding the lease opportunity. This information is not intended or warranted to be a complete statement of potential property use issues and/or procedures to which the developer may be subject, nor is this information intended to be a complete statement of all of the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by RCUOG, its staff or its consultants, including but not limited to surveys, statistical and economic data and projections, site conditions and infrastructure systems, are based on available information and no representation or warranty is made with respect thereto.

This RFP does not commit RCUOG to pay any costs incurred in the preparation of a response. RCUOG reserves the right to accept or reject any proposal in part or in its entirety. RCUOG further reserves the right to request and obtain, from one or more of the offerors who submit proposals, supplementary information as may be necessary for UOG, its staff and/or its consultants to analyze the submitted responses to this RFP.

RCUOG reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should RCUOG determine, at its sole and absolute discretion, that such changes are necessary.

A signed Non-Liability Waiver must be submitted with the offeror's proposal in response to this RFP.

Signature

Date

Name and Title

Name of Business

Business Address and Contact Numbers

ATTACHMENT E: ACKNOWLEDGEMENT OF RECEIPT FORM

RESEARCH CORPORATION OF THE UNIVERSITY OF GUAM

Please acknowledge receipt of

RFP 20-01

Forest Bird Monitoring and Assessment on Tinian Joint Region Marianas (JRM) Leased Lands

Name of Prospective Offeror _____

Name of person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____