

**RESEARCH CORPORATION OF THE UNIVERSITY OF GUAM  
REQUEST FOR PROPOSAL NO. 19-01**

Public-Private Partnership for the Development of the Guam Aquaculture Development and Training Center

**RFP Issue Date: January 14, 2019**

**Number of Pages: 33**

**Proposal Due Date and Time:  
March 15, 2019  
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:**

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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](mailto:cmoore@triton.uog.edu)

**Mark Face of Envelope/Package:**  
RFP Number: RFP 19-01  
RFP Title: Public-Private Partnership for the  
Development of the Guam Aquaculture Development  
and Training Center  
Proposal Due Date: March 15, 2019 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**

**TABLE OF CONTENTS**

|  | <u>PAGE</u> |
|--|-------------|
| <b>Offeror's Checklist.....</b>  | <b>3</b>    |
| <b>Section 1. Schedule of Events.....</b>                                  | <b>4</b>    |
| <b>Section 2. Project Overview and Instructions .....</b>                  | <b>5</b>    |
| 2.1 Project Overview.....  | 5           |
| 2.2 Request for Proposal.....  | 5           |
| 2.3 Pre-Proposal Questions and Conference .....                            | 5           |
| 2.4 Proposals.....   | 6           |
| 2.5 Discussions and Evaluation .....                                       | 7           |
| 2.6 Lease.....   | 7           |
| 2.7 Required Affidavits and Assurances .....                               | 8           |
| 2.8 Prohibition Against Employment of Sex Offenders.....                   | 9           |
| <b>Section 3. General Information.....</b>                                 | <b>10</b>   |
| 3.1 Authority.....   | 10          |
| 3.2 Offeror Competition .....  | 10          |
| 3.3 Single Point of Contact .....  | 10          |
| 3.4 Sublessees.....  | 10          |
| 3.5 Taxes.....   | 10          |
| 3.6 Licensing .....  | 11          |
| 3.7 Receipt/Opening of Proposals .....                                     | 11          |
| 3.8 Classification of Proposals as Responsive or Non-Responsive.....       | 11          |
| 3.9 Determination of Responsibility .....                                  | 11          |
| 3.10 Completeness of Proposals .....                                       | 11          |
| 3.11 Failure to Comply with Instructions .....                             | 11          |
| 3.12 UOG's Rights Reserved.....  | 12          |
| 3.13 Nondisclosure of Data.....  | 12          |
| 3.14 Debarment .....   | 12          |
| 3.15 Non-Liability Waiver.....   | 12          |
| <b>Section 4. Scope of Project .....</b>                                   | <b>15</b>   |
| <b>Section 5. Evaluation Criteria.....</b>                                 | <b>19</b>   |
| <b>Section 6. Proposal Structure.....</b>                                  | <b>21</b>   |
| <b>Attachment A-1. Affidavit Disclosing Ownership and Commissions.....</b> | <b>24</b>   |
| <b>Attachment A-2. Affidavit re Non-Collusion.....</b>                     | <b>25</b>   |
| <b>Attachment A-3. Affidavit re No Gratuities or Kickbacks .....</b>       | <b>26</b>   |
| <b>Attachment A-4. Affidavit re Contingent Fees.....</b>                   | <b>27</b>   |
| <b>Attachment A-5. Affidavit re Ethical Standards.....</b>                 | <b>28</b>   |
| <b>Attachment B. Map.....</b>  | <b>29</b>   |
| <b>Attachment C. Property maps of GADTC .....</b>                          | <b>30</b>   |
| <b>Attachment D. Non-Liability Waiver.....</b>                             | <b>32</b>   |
| <b>Attachment E. Acknowledgement of Receipt Form.....</b>                  | <b>33</b>   |

## 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**

| <b><u>EVENT</u></b>                                      | <b><u>DATE</u></b>  |
|--|---|
| <b>RFP Issue Date</b>                                    | January 14, 2019  |
| <b>Deadline for Receipt of Written Questions</b>         | February 28, 2019<br>4:00 p.m. (Chamorro Standard Time)               |
| <b>Issuance of Answers to Written Questions</b>          | March 7, 2019   |
| <b>Walk Through of Facility/Presentation on Facility</b> | By appointment February 4 – 22, 2019 between the hours of 8AM and 5PM |
| <b>Proposal Due Date</b>                                 | March 15, 2019<br>4:00 p.m. (Chamorro Standard Time)                  |
| <b>Anticipated Discussions with Offerors</b>             | None scheduled at this time (subject to change)                       |
| <b>Anticipated Lease Execution</b>                       | May 2019 (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 will, in collaboration with the University, plan, enable and manage the increased economic impact of particular University facilities and University developed technology while allowing for continued University research, teaching, and training at the facilities. The lot No. 2517-17 and existing buildings commonly known as the Guam Aquaculture Development and Training Center located off Route 15, in Mangilao (“Property”) has been used as a fish and shrimp hatchery since the early 1980s and has been home to the University’s bio-secure facility that houses its basic and applied research in aquaculture since 2001. RCUOG intends to enter into a private public partnership that allows a prospective developer(s) to implement its proposed and approved development plans. RCUOG invites the submission of proposals to develop described lot of approximately 21,443 square meters and all existing buildings and facilities. 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

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the 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.

**2.3.2 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. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by RCUOG as being non-compliant. Proposals may be mailed to: Cathleen Moore-Linn, RCUOG, 303 University Drive, Mangilao, GU 96913.

**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**

**2.51. 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.

**2.52. 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.

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

**2.54. 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 lease agreement with the best qualified offeror for a lease at compensation determined in writing to be fair and reasonable. If compensation, lease requirements, and lease documents are agreed upon with the best qualified offeror, a recommendation will be made to the RCUOG Board of Directors for award to that offeror. The UOG Board of Regents will be informed of the selection. If negotiations fail with the best qualified offeror, R C UOG may enter into negotiations with the next qualified offeror, and so on.

## **2.6 LEASE**

**2.61. Lease Agreement.** A Lease Agreement will be entered into between the offeror selected and RCUOG.

**2.62. Term of Lease.** UOG intends that a lease(s) will be awarded for a mutually agreed upon term not to exceed December 31, 2048 including options to renew.

## 2.7 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.

## **2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Pursuant to 5 G.C.A. § 5253,

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

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

## SECTION 3: GENERAL INFORMATION

### 3.1 **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  
Fax Number: (671) 734-2296  
Email: [cmoore@triton.uog.edu](mailto:cmoore@triton.uog.edu)

### 3.4 **SUBLESSEES**

The offeror awarded under this RFP shall be the lessee and shall be responsible, in total, for all work of any sub-lessees. All sub-lessees, if known at the time of proposal submission, must be listed in the proposal. RCUOG reserves the right to approve all sub-lessees. The lessee shall be responsible to RCUOG for the acts and omissions of all sub-lessees or agents and of persons directly or indirectly employed by such sub-lessees, and for the acts and omissions of persons employed directly by the lessee. Further, nothing contained within this document or any lease documents created as a result of any lease awards derived from this RFP shall create any contractual/lease relationship(s) between any sub-lessee and RCUOG.

### 3.5 **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.

### **3.6 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.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 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.

### **3.11 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.

### **3.12 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 lease if RCUOG determines adequate funds are not available.
- A repayment matrix will be included as part of the contract, in the event that RCUOG terminates the lease.

### **3.13 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.

### **3.14 DEBARMENT**

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

### **3.15 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.

**3.16 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.

**3.17 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.

**3.18 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.

**3.19 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 and lease that results from this RFP. This Request for Proposals (RFP 19-01) is soliciting comprehensive development plans for the management of property, facility and infrastructure improvement, and commercialization of important University developed technology.

The main objectives of RFP 18-01 are increased academic research and training opportunities for the University, revenue generation for the University and the partner, and the increased ability to bring *L. vannamei* SPF shrimp post-larvae and broodstock and other important University developed technologies to markets in need of reliable and resilient food sources. The development plans may take the form of leases, facilities improvements agreements, technology licenses, managements services agreements, etc.

The development plans pertain to Lot No. L2517-17, also known as the Guam Aquaculture Development and Training Center (GADTC) in Mangilao, Guam. GADTC is a **bio-secure facility** on a 38,700 square foot site (3,595 square meters), fully fenced on three sides and bordered by a rugged coast on the fourth side. It is only 15 minutes away from the airport by car. Facilities include an indoor hatchery with larval and artemia hatching tanks, a phytoplankton laboratory, a feed preparation room and a tool/work room. The facility also has both fresh and salt water supplies, an automatic generator back-up system, a separate office building, a duplex of two-bedroom living quarters and a refrigerated feed storage container. There are 14 concrete ponds on the site, including six 200 sq. meter Swedish ponds and four 200 sq. meter raceways. Numerous fiberglass tanks fill the area ranging in size from 0.5 to 20 metric tons. Current products of the hatchery include high-health (Specific Pathogen Free) shrimp post-larvae and brood stock, improved strains of tilapia fry and Claris catfish fry.

The University of Guam's aquaculture research enterprise has developed certain techniques to create *L. vannamei* which are to be utilized in the public interest (educational purposes and local farmers) and for commercial industry. RCUOG envisions *L. vannamei* SPF shrimp post-larvae and broodstock will be sold primarily to the Asian market. The structure of the joint effort is negotiable.

RCUOG seeks outside investment in technology and facilities currently used at GADTC. RCUOG seeks to jointly develop new technology in the area of shrimp and general aquaculture, while ensuring that University of Guam aquaculture scientists continue to have unfettered access to GADTC facilities and the research activities therein, and to provide University of Guam students with enhanced learning opportunities in the aquaculture field. RCUOG encourages proposals that include a close partnership between research and the commercial enterprise. The scope of activities for development plans must focus on aquaculture and agriculture development.

**Experience in this area is critical for prospective partners.**

There will be no development toward the ocean and any new structures must be approved by RCUOG. RCUOG intends to negotiate a long-term lease for the property that allows a prospective offeror to implement development plans and to pledge the leasehold interest to secure development financing, if required by the offeror. RCUOG encourages prospective offerors to submit proposals advocating property use concepts that satisfy developer as well as RCUOG objectives.

### 4.2 LAND USE CONSIDERATIONS

**4.2.1 Property Location.** The Guam Aquaculture Development and Training Center (see **Attachments**

**B and C)** is located off Route 15 in Mangilao on the shore at the far end of Perez Park Road.

**4.2.2 Previous Land Use.** The Guam Aquaculture Development and Training Center parcel has been used as fish and shrimp hatchery since the early 1980s. Prior to that it was a part of a stone quarry.

**4.2.3 Current Zoning.** The zoning of the subject property is M2. There are no other nearby land uses. The property, lot No. L2517-17, consists of approximately 38,700 square feet (3,595 square meters) and existing buildings and ponds. The property is on Guam's eastern shoreline

**4.2.4 Access to Utilities.** The property and existing building have access to power and water. However, it is the responsibility of the prospective tenant to activate/maintain such with the proper utility providers.

**4.2.5 Access to Property.** Access to the property is via Perez Park Road off Route 15 and down the cliff line.

## **4.2 RCUOG COMMITMENTS**

To support the developer in satisfying all regulatory, land use, environmental, business, building and other local and federal permitting requirements, to the extent allowable by law. RCUOG will provide official clearances of these permitting requirements which the lessee will be responsible for maintaining, with support from RCUOG.

## **4.3 OFFEROR REQUIREMENTS**

A primary consideration of RCUOG is the benefits to be derived through the lease and development of this valuable asset. Traditional methods of generating revenue are addressed in subsections 4.3.1 and 4.3.2 below. However, RCUOG recognizes that significant public benefits can also be derived through public/private partnerships and other mechanisms that, considered as a whole, exceed the benefits derived from a traditional real estate lease transaction. Should other non-traditional methods be proposed by the offeror, these methods will be given serious consideration, but offerors must still identify the benefits that would have been derived from a strict real estate lease transaction for comparative purposes. Offerors are required to address the following requirements in their proposals:

**431. Rent.** Prospective offerors are required to identify the amount of rent to be paid annually over the term of the lease based upon current Fair Market Value, taking into account RCUOG's objective with this property of generating the highest amount of revenue. Periodic escalations in rent will also be required over the term of the lease and therefore, proposals must include escalations and provide a fair and reasonable method for establishing rent escalations during the entire lease term. Fair Market Value (FMV) appraisal(s) will also be required at some point(s) within the lease term. To determine subsequent rental value, RCUOG may use a capitalization rate equal to or in excess of Nine Percent (9%) of Fair Market Value per year

**432. Participation Rent.** Participation Rent is defined as a percentage of the gross income generated from the operations of the business or businesses located on the Property. In line with RCUOG's objective of generating the highest amount of revenue, proposals submitted in response to this RFP should consider payment of participation rent and identify the percentage of gross monthly income from the operations of the business or businesses located on the Property that will be paid as participation rent and provide a projection of monthly/annual participation rent payments. If offered, proposals must also identify the method by which gross monthly income will be accounted for and any possible escalations in participation rent offered over the term of the lease. While payment of participation rent is not a requirement, proposals that offer payment of participation

rent will receive additional points during evaluation.

**433. Security Deposit.** The proposal shall indicate that the developer(s) agrees to pay a security deposit equivalent to a negotiable amount of rent upon execution of a lease.

**434. Sublessee Use of Property.** Offerors must specify in their proposals whether or not subletting (or any form of third-party use) is intended for any or all portions of the property being leased. RCUOG reserves the right to approve sublessees.

**435. Alternative Payment Mechanisms.** Alternatives to rent, participation and subtenant rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how RCUOG's objective of generating the highest amount of revenue is achieved by comparing the dollar amount generated by the suggested alternative over the term of the lease to the dollar amount of rent, participation and subtenant payments that would have been generated over the term of the lease as described above. Alternative payment schedules including rent deferrals may also be proposed but in no event will the total amount of rent be reduced. Interest may also be charged on any deferred rents.

**436. Other Requirements.** To ensure acceptability of the intended lease agreement by the public and the University of Guam, additional requirements may be imposed and/or negotiated that are not specifically identified in this RFP, at the discretion of RCUOG. By submitting a proposal in response to this RFP, prospective offerors understand and agree with this requirement.

#### 4.4 **OFFER RESPONSIBILITIES**

A lease agreement(s) will be prepared once negotiations with the successful offeror(s) have concluded. Since the lease will require offeror(s) to carry out various responsibilities, including, but not limited to those listed below, proposals must indicate concurrence with paying the costs for and carrying out the major responsibilities listed below:

- 4.4.2 **Business Plan.** Create for itself and for RCUOG, a Business Plan that contains a project pro forma covering the period of time required by the offeror(s) for project development and operation.
- 4.4.3 **Infrastructure.** Plan, implement and fund all infrastructure improvements, as needed.
- 4.4.4 **Management.** Accept management and maintenance responsibility for the Property that increase the value and revenue generating capacity of the Property.
- 4.4.5 **Environmental Remediation.** Accept responsibility for performance and costs of any environmental remediation required to develop the Property as proposed.
- 4.4.6 **Insurance.** Obtain all required property, liability and workmen's compensation insurance, and indemnify UOG from any liability arising from the development and use of the Property.
- 4.4.7 **Survey/Retracement.** Prepare a property boundary survey map of the Property and obtain all required approvals. Survey monuments must be maintained and visible at all times for inspection by RCUOG.
- 4.4.8 **Fees.** Pay all fees and costs associated with the recording the Lease at the Department of Land Management and use of any and all utilities.

**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:

| <b>Evaluation Criteria</b>  | <b>Value</b> |
|---|--------------|
| <p><u>Conformance with RFP requirements.</u><br/>Proposals will be awarded a maximum of fifty (50) 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.</p>   | 50 points    |
| <p><u>Financial ability to develop.</u><br/>Proposals will be awarded a maximum of one hundred and fifty (150) points for providing a comprehensive, detailed description of the offeror’s development and financing plans that provides evidence of commitment to the project from financial institutions or other investors; offeror financial statements that depict the sufficiency of offeror’s financial resources to carry out the project; and other evidence that demonstrates sufficiency and availability of financial resources to carry out the project and commitments to allocate such resources to the project.</p> | 150 points   |
| <p><u>Expertise and experience.</u><br/>Prior experience working with academic partners or bringing university technology to market will be assessed as will prior experience in the aquaculture industry and related distribution chains. The education, training, and general and specific experience of key personnel to be assigned to plan, implement and manage the development project will be assessed. The references provided by offerors will be assessed. A maximum of one hundred fifty (150) points will be awarded under this criterion.</p>   | 150 points   |
| <p><u>Rent.</u><br/>Rent payments and rent escalations that are based upon Fair Market Value are described in Section 4 of this RFP. Proposals that offer higher rents and higher and more frequent rent escalations will be given higher point scores. If offered, alternatives to rent, such as profit sharing, as indicated in Section 4.3.5 will be evaluated. A maximum of three hundred (300) points will be awarded under this criterion.</p>  | 300 points   |

| <b>Evaluation Criteria</b>  | <b>Value</b>       |
|---|--------------------|
| <u>Participation rent.</u><br>Participation rent is described in Section 4 of this RFP. Proposals that offer a percentage of gross monthly income and offer higher and more frequent participation rent escalations will be given higher point scores. If offered, alternatives to participation rent as indicated in Section 4.3.5 will be evaluated. A maximum of one hundred and fifty (150) points will be awarded under this criterion.  | 150 points         |
| <u>Value creation.</u><br>Proposals that offer opportunities for job creation, growing the local economy, providing UOG students with improved learning opportunities in aquaculture area, and facilitating UOG research activities, etc. will be given higher point scores. A maximum of 100 points will be awarded under this criterion.  | 100 points         |
| <u>Other payments/terms.</u><br>Minimum sublessee rent is described in Section 4 of this RFP. Proposals that offer sublessee rent and sublessee participation rent above the minimum threshold of 15% of rent and a percentage of gross annual income and higher and more frequent escalations will be given higher point scores. If offered, alternatives to other payments/terms as indicated in Section 4.3.5 will be evaluated. A maximum of one hundred (100) points will be awarded under this criterion. | 100 points         |
| <b>MAXIMUM POINTS</b>   | <b>1000 points</b> |

All financial proposals will be valued using a net present value criteria to ensure that different payment plans and time lines are fairly compared.

## 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. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist in the development/lease plan. At a minimum, if the offeror is an

individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the development/lease.

- c. Client list and work. Include a listing of current and former clients and a description of the type of professional/business relationship.
- d. References. Offeror shall provide a minimum of three (3) references, which may include government agencies, with whom the offeror, preferably within the last 5 years, has established a professional or business relationship. At a minimum, the offeror shall provide the reference name, location, contact information, and nature of professional or business relationship or dealings. These references may be contacted to verify offeror's ability to perform the conditions of the lease. RCUOG reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the lease. Negative references may be grounds for proposal disqualification.

#### 4. **Project Plans and Rent.**

- a. Management capability. Demonstrate and show that as a business entity, offeror has sufficient management competency and that its personnel have appropriate experience and ability to finance, operate, and maintain the nature and scale of the development proposed.
- b. Business Plan. All pages shall be marked confidential. RCUOG is willing to sign a confidentiality agreement, if requested to do so by the offeror. The business plan should cover the following elements in the same order as listed herein and should describe the methods to be used that will convincingly demonstrate to RCUOG what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
  - i. Brief discussion of previous experience by entity in the Asian aquaculture industry;
  - ii. A proposed marketing plan shall be submitted as one required element of the proposal. The marketing plan is not expected to be detailed or final, but rather a general statement that allows RCUOG to understand how the offeror would proceed with the joint effort. In a summary fashion, it should address elements related to:
    - How the offeror views the current market environment (including market size, structure and growth; product offerings; competition; opportunities and threats).
    - What markets and customers the Offeror proposes to target for the joint effort.
    - What the offeror's objectives are for the joint effort with the RCUOG.
    - What the offeror's general marketing strategy would be.
    - What the offeror proposes as the structure of the joint effort (e.g. contract, License agreement, joint venture etc.) and what each parties' responsibilities would be in the joint effort.
    - What assets, technology, contacts, experience, personnel and other resources the offeror would bring to the joint effort.
    - What the advantages are to RCUOG of working with the Offeror.
  - iii. Financial Plan. The financial plan is not expected to be detailed or final, but rather a general statement that allows RCUOG to understand the financial projections that the offeror has for the joint effort. In standard pro-forma formats, it should address elements related to:

- Product sales, revenues, expenses and profitability of the joint marketing effort.
  - Capital investment and value of the technology transfer/development to be made by the offeror.
  - Capital investment expected of RCUOG, if any.
  - Statement of assets, experience and methods the entity will make available to RCUOG to assure it can satisfactorily deliver the required work product;
  - A detailed Plan of Work and Schedule showing that the entity can meet the requirements identified in the Scope of Work.
- c. Rent. Identify the amount of rent to be paid annually over the term of the lease, taking into account RCUOG's objective of generating the highest amount of revenue. Periodic escalations in rent will also be required over the term of the lease and therefore, proposals must include escalations and provide a fair and reasonable method for establishing rent escalations during the entire lease term. Fair Market Value (FMV) appraisal(s) will also be required at some point(s) within the lease term. To determine subsequent rental value, RCUOG may use a capitalization rate equal to or in excess of Nine Percent (9%) per year.
- d. Participation rent. In line with the RCUOG's objective of generating the highest amount of revenue, proposals should consider payment of participation rent and identify the percentage of gross monthly income from the operations of the business or businesses located on the Property that will be paid as participation rent and provide a projection of monthly/annual participation rent payments. If offered, proposals must also identify the method by which gross monthly income will be accounted for and any escalations in participation rent offered over the term of the lease.
- e. Security deposit. The proposal shall indicate that the offeror agrees to pay a non-refundable security deposit equivalent to a negotiable amount of rent upon execution of a lease.
- f. Sublessee uses of property. Offerors must specify in their proposals whether or not subletting (or any form of third-party use) is intended for any or all portions of the property being leased and their proposed sublessee rent.
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 B: MAP**





**Attachment C2: Google Earth view of the location of the GADTC facility**



**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 UOG, 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 UOG to pay any costs incurred in the preparation of a response. UOG reserves the right to accept or reject any proposal in part or in its entirety. UOG 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.

UOG reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should UOG 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 18-01**

Public-Private Partnership for Development of the Guam Aquaculture Development and Training Center

**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** \_\_\_\_\_