



671-735-2014/ 671-472-5099



southernguamswcd@gmail.com



303 UOG/CNAS
University Drive Mangilao,
Guam 96923



October 28, 2020

AMENDMENT NO.: I
TO
REQUEST FOR PROPOSAL NO. SG-2021-001
FOR
SGSWCD STRATEGIC PLANNING CONSULTANT

Interested Firms/Individuals are hereby notified of the following changes:

1. Closing date is now changed **FROM** Thursday, October 29, 2020 on or by 12:00 NOON CHST **TO NOW READ** Thursday, November 05, 2020 12:00 NOON CHST
2. **REMOVE** Page 2 of 17 and **REPLACE** with page 2A of 17 (see attached).

All other Terms and Conditions in the RFP package shall remain unchanged and in full force.

MICHAEL E.D. AGUON
SGSWCD Chairperson

The Southern Guam Soil and Water Conservation District (SGSWCD) requests that all are aware of and adhere to the following:

COVID-19 PROTOCOLS



All proposers will need to make an appointment 24-hours prior to submission



Upon arrival of appointment, stay in your vehicle and call 472-5099 for further guidance



Temperature screenings will be performed



Masks are required at all times



Practice 6 feet safe social distancing



Bring your own ball point pens



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southernguamswcd@gmail.com



303 UOG/CNAS
University Drive Mangilao,
Guam 96923



REQUEST FOR PROPOSAL NO. SG-2021-001

DESCRIPTION: STRATEGIC PLANNING CONSULTANT

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

Individuals/Firms are reminded to read Proposal instructions to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) bound paper original, and three (3) bound paper copies, at the date and time for proposal remittance. Due to the coronavirus pandemic, all proposers must make an appointment 24-hours prior to submission by contacting Southern District Administrator Erica Pangelinan at 671-472-5099.

[XX] STATEMENT OF QUALIFICATION;

[XX] AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS - Must comply with the following requirements;

1. The affidavit must be signed within 60 days of the date the bid is due;
2. Date of signature of the person authorized to sign the bid and the notary date must be the same.
3. First time affidavit must be an original - If copy, indicate Bid Number/Agency where original can be obtained.

[XX] NON-COLLUSION AFFIDAVIT:

[XX] OTHERS: Restrictions against Sex Offenders Affidavit, Wage Determination, No Gratuities or Kickbacks Affidavit, and Ethical Standards Affidavit. A Guam Business License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the SGSWCD. Offerors MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful offerors must provide to SGSWCD the most recently issued Wage Determination by the US Dept. of Labor.

*****Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property, 5GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:** *If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.*

This reminder must be signed and returned in the proposal envelope together with the proposal. Failure to comply with the above requirements will mean a disqualification and rejection of the proposal.

On this _____ day of _____, 20 I, _____ authorized representative of _____ acknowledge receipt of this special request reminder of PROSPECTIVE Individual/Firm with the above referenced RFP.

Individuals/Firms Representative



SOUTHERN GUAM
SOIL & WATER
CONSERVATION DISTRICT

REQUEST FOR PROPOSALS

FOR

Southern Guam Soil and Water Conservation District

Professional Services

Request for Proposal No. SG-2021-001

AMENDMENT No. 1

Federal Grant Award No. NR2092510002C009

Deadline for Submission: Thursday, November 05, 2020 on or by 12:00 NOON
CHST

SOUTHERN GUAM SOIL & WATER CONSERVATION DISTRICT

303 UOG/CNAS UNIVERSITY DRIVE

Mangilao, Guam 96923

A handwritten signature in black ink, appearing to read 'M.E.D. Agujon', written over a horizontal line.

MICHAEL E.D. AGUJON
SGSWCD CHAIRPERSON

TABLE OF CONTENTS

I. INTRODUCTION	1
II. SCOPE OF WORK	1
III. RFP TIMETABLE	2A
IV. RFP SUBMITTAL REQUIREMENTS	3
V. EVALUATION AND SELECTION	4
VI. AWARD	4
VII. GENERAL TERMS AND CONDITIONS	5
VIII. SPECIAL GENERAL PROVISIONS	6
ATTACHMENT A - AFFIDAVIT re NON-COLLUSION	11
ATTACHMENT B - DECLARATION MAJOR SHAREHOLDER DISCLOSURE	12
ATTACHMENT C - AFFIDAVIT re GRATUITIES, KICKBACKS AND FAVORS	13
ATTACHMENT D - AFFIDAVIT RE ETHICAL STANDARDS	14
ATTACHMENT E - AFFIDAVIT re COMPLIANCE WITH U.S. DOL WAGE DETERMINATIONS	15
ATTACHMENT F - AFFIDAVIT re CONTINGENT FEES	16
ATTACHMENT G - PROPOSER QUESTIONNAIRE FORM	17

Page 1

I. INTRODUCTION

The Guam Soil and Water Conservation Districts are established by Chapter 71, Title 5 of the Guam Code Annotated (Guam Public Law 31-125:2), in where a Northern Guam Soil and Water Conservation District and a Southern Guam Soil and Water Conservation District work in partnership with the University of Guam, and in cooperation with all government of Guam entities overseeing local and federal programs established to promote the conservation, development and the use of soil and water resources of Guam in order to control and prevent soil erosion and flooding, and to improve agriculture water management.

The Southern Guam Soil and Water Conservation District was recently awarded grant funding funds in FY2020 from the United States Department of Agriculture Natural Resource Conservation Service. The funding will be used in facilitating local working group meetings to guide the development of a long-range plan and a targeted conservation delivery proposal focused on Guam's priority resources concerns and feral swine eradication and control. This planning project will cover the entire island of Guam as the identified priority resource concerns are prevalent in both the northern and southern parts of Guam.

The hiring of a professional independent contractor secured through this RFP will provide assistance to:

1. Develop a Long-Range Plan for Guam based on Local Working Group input.
2. Engage stakeholders in developing a Targeted Conservation Delivery proposal to address one or more of Guam's Long-Range Plan priority resource concerns that includes feral swine eradication and control.

II. SCOPE OF WORK

The purpose of this RFP is to solicit proposals from vendors qualified to provide professional independent contractual services critical to meeting the scope of work identified below:

- A. Develop the Guam Long Range Plan and Targeted Conservation Delivery Proposal.

Consultants are asked to detail the strategic planning process proposed to be followed. The final process will be determined and negotiated with the chosen consultant. As a process and eventual working document, the planning process and final document should provide a five-year plan to address the following issues:

- Transform the conceptual goals of the visioning process into realistic, achievable targets.
- Provide a process that allows general alignment and focus to foster a sense of cohesion as to the strategic direction.
- Evaluate existing and future public services
- Identify resources to maintain customer service levels
- Chart an effective, considered, and innovative course of action for the future, setting priorities and maximizing innovative opportunities.

Page 2A

- Serve as a way to organize and prioritize initiatives and resources to achieve specific goals within the next five years with specific performance measures.
- Identify and analyze potential partnerships with other entities (such as public/public,public/private).

B. Facilitate Local Working Group Meetings

The goal is to begin the planning process in November 2020 with anticipated adoption of the Strategic Plan in early September 2021. At a minimum Deliverables include:

1. Achieved goals as set forth per grant requirements.
2. Research and data to support the development of the Long-Range Plan and its framework.
3. Facilitate Local Working Group meetings with presentations and outreach materials.
4. Provide monthly written performance reports to the Chairperson of the Board.
5. Project Closeout Report and Presentation

CONTRACT TERM:

One (1) base year with one year option to renew

MINIMUM QUALIFICATIONS:

(A) Graduate from an accredited college or university with a Bachelor’s degree in business or business-related field; and at least three (3) years experience in strategic planning and facilitation.

OR

(B) Any combination of skills and experience that can successfully and effectively address the scope of services.

III. RFP TIMETABLE

Information package for interested parties available through request	October 14, 2020
Deadline for written questions received	October 21, 2020
Answers to written questions distributed	October 23, 2020
Deadline for receipt of proposals	Thursday, November 05, 2020 on or by 12:00 NOON CHST
Evaluation of proposals	Start November 06, 2020 - End November 09, 2020
Oral interviews, as needed and at discretion of SGSWCD	as needed
Selection	November 10, 2020
Cost and contract negotiations	TBA

Award of contract and Notice to Proceed

TBA

IV. RFP SUBMITTAL REQUIREMENTS

Please prepare and submit your proposal in accordance with the following requirements.

1. Technical Proposal:

a. Technical Proposals: The Technical section (excluding resumes and the transmittal letter) shall not exceed a total of the equivalent of 10 single-sided, 8.5" x 11" pages. Resumes and design qualifications should be included in an appendix.

i. Qualifications and Experience: The proposal should provide the qualifications and experience of the Proposer that will be providing the requested services. Please emphasize the specific qualifications and experience from projects similar to this project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of SGSWCD.

ii. References: For the Proposer, provide at least three references (names and current phone numbers) from recent work (previous three years) similar to this project. Include a brief description of each project associated with the reference, and the role of the Proposer

iii. Licenses: Copy of a current Guam Business License and/or Certificate of Authorization

iv. Additional Relevant Information: Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).

b. To gain additional submittal points, the technical proposals should contain the following:

i. Project Understanding: This section should clearly convey the consultant understands of the nature of the work, including coordination with and approvals from SGSWCD.

ii. Approach and Management Plan: This section should provide the proposer's approach and management plan for providing the services.

2. Transmittal Letter: The proposals shall be transmitted with a cover letter describing the Proposer's interest and commitment to the proposed project. The letter shall state that the proposals shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person to negotiate a contract with SGSWCD shall sign the cover letter.

Address the cover letter as follows:

Michael E.D. Aguon.
Chairperson
Southern Guam Soil & Water Conservation District
303 UOG/CNAS University Drive
Mangilao, Guam 96923

3. Submittal of Proposals: One (1) original hard copy accompanied with an additional three (3) copies of your Technical Proposal is due to the Southern Guam Soil and Water Conservation District at the

Page 4

Farmers Cooperative Association of Guam Office located at West 144 Santa Monica Ave., Dededo 96929 OR delivered by mail to 303 UOG/CNAS University Drive Mangilao Guam 96923 on or before the time and date specified in Section III, above. The Proposal envelope shall be sealed and marked with the Proposer's name and Request for Proposal Number. All proposers must make an appointment 24-hours prior to submission.

V. EVALUATION AND SELECTION

1. Announcement/distribution. This RFP intends to hire consultant(s) for anticipated project(s).

2. Ranking and Selection. The SGSWCD Committee will rank and select the consultants responding to the RFP based on the information they submit.

The SGSWCD of Guam will assemble a selection committee to determine whether the Proposers are considered to be responsible and responsive based on their written Technical Proposal. As such, Proposers should be very careful to comply with all sections of the Technical Proposal and completely supply all requested information and materials. The selection committee can waive minor irregularities as to form, but not as to substance. Only responsible and responsive Proposers will be evaluated by the selection committee on the Technical Proposals submitted and responses to Oral Interviews, if requested, and will be ranked by the selection committee based on the following 100 point criteria basis:

- | | |
|--|----------|
| 1. Qualifications and specific experience of Proposer. | (40 pts) |
| 2. Project understanding and approach. | (30 pts) |
| 3. Experience with similar types of projects. | (10 pts) |
| 4. Satisfaction of previous clients. | (10 pts) |
| 5. Clarity of RFP Submittal | (10 pts) |

If you have any questions regarding this RFP, please contact:

Erica M.A. Pangelinan
SGSWCD Administrator
Tel: 472-5099, Cell: 487-3372
Email: southernnguamswcd@gmail.com

VI. AWARD

A fee for service and contract will be negotiated with the highest ranked, responsive, responsible Proposer. If a fee/contract cannot be successfully negotiated with the highest ranked Proposer, negotiations will begin with the next highest ranked Proposer and so on. Following successful negotiations, contracts will be approved and awarded. Notices to Proceed will then be issued.

All finalists may be required to participate in negotiations and to submit such price; technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a technical viewpoint.

Page 5**VII. GENERAL TERMS AND CONDITIONS**

1. **AUTHORITY.** This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) (copies are available for inspection at the Guam Soil and Water Conservation District Office, UOG). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

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

2. **EXPLANATION TO PROPOSERS.** No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to SGSWCD District for interpretation. Proposers should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Proposers and its receipt by the Proposer must be acknowledged.
3. **REJECTION.** SGSWCD shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in SGSWCD's interest.
4. **TAXES.** Proposers are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.
5. **COVENANT AGAINST CONTINGENT FEES.** The Proposer warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give SGSWCD the right to terminate the Proposer, or in its discretion, to deduct from the contract price or consideration any amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by Proposers upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** SGSWCD is an equal opportunity employer and provider. All Proposers agree to comply with the Government of Guam's EEO Policy, which includes not discriminating against any employee or applicant for employment because of race, creed, color or national origin. The Proposer will take affirmative action to secure that applicants are employed and that employees are treated equally during employment without regards to their race, creed, color or national origin.
7. **ASSIGNMENT.** Assignment will not be accepted without prior written approval from SGSWCD.
8. **OWNERSHIP RIGHTS.** All documents and other incidental Consultant work or materials furnished hereunder shall be and remain the sole property of the SGSWCD, including all publication rights, copyright interests and other intellectual property. Proposer shall not sell or utilize in any way the work

Page 6

done by Proposer for services under this RFP to those outside of the SGSWCD without the expressed, written consent of the SGSWCD.

9. **SCOPE OF WORK MODIFICATIONS.** The SGSWCD reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the firms/teams regarding their submittal.
10. **NON – DISCRIMINATION.** Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of SGSWCD contracts.
11. **TRADE SECRETS AND PROPRIETARY DATA.** Proposers may designate those portions of their proposals that contain trade secrets or proprietary data to be confidential.

VIII. SPECIAL GENERAL PROVISIONS

1. **REQUESTS FOR PROPOSALS.** The Proposer is required to read each and every page of the Request for Proposals (RFP) and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of an RFP after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the Proposer. Proposals containing any conditions, omissions, unexplained erasure or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by the SGSWCD as being incomplete.
2. **GENERAL INTENTION.** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Proposer to provide the SGSWCD with specified Services.
3. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn on written request received from the Proposer(s) prior to the time fixed for opening. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened
4. **OPENING OF PROPOSALS.** Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each proposer, the number of modification received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.
5. **QUALIFICATION.** The SGSWCD requires respondents to present satisfactory evidence that they have sufficient experience and are fully qualified.
6. **NON-COLLUSION AFFIDAVIT.** Each firm submitting proposals for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the proposal, to the effect

Page 7

that they have not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. **(See Attachment A Non-Collusion Affidavit Form)**

- 7. AMENDMENTS TO REQUEST FOR PROPOSALS.** The right is reserved as the interest of the SGSWCD may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective proposers known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.
- 8. METHOD OF AWARD.** The SGSWCD intends to review the Request for Proposals upon receipt. The proposal submitted will be the primary document for evaluation. The SGSWCD reserves the right to select or reject any and all proposals submitted, to waive any minor information or irregularity in proposals received. It is the policy of the Government of Guam to award proposals to offerors duly authorized and licensed to conduct business in Guam.
- 9. DISCLOSURE OF MAJOR SHAREHOLDERS.** As a condition of submitting a proposal, any partnership, sole proprietorship or corporation doing business with the SGSWCD shall submit an affidavit executed under oath that lists the name and address of any person who holds more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to public inspection and copying. **(See Attachment B Disclosure of Major Shareholders Form)**
- 10. DETERMINATION OF RESPONSIBILITY OF PROPOSERS.** SGSWCD reserves the right in securing from the Proposer information necessary to determine whether or not they are responsible, and to determine their responsibility in accordance with the "Standard for Determination of the most Qualified proposer" section of the General Terms and Conditions.
- 11. PRE-PROPOSAL CONFERENCES.** Pre-proposal conferences will be permitted anytime prior to the date established herein for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. The SGSWCD will notify all proposers of any substantive clarification provided in response to any inquiry. The SGSWCD will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

Page 8

- 12. PRE-SELECTION INTERVIEWS.** SGSWCD also reserves the right to conduct pre-selection conferences or interviews, and/or attend presentations by Proposers. SGSWCD management shall notify all Proposers if conferences, interviews, or presentations are necessary. In conducting conferences, interviews, or presentations, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for conferences, interviews, or presentations.
- 13. GENERAL INTENTION.** It is the declared and acknowledged intention and meaning that the Proposer provides SGSWCD with materials, supplies, or equipment completely assembled, and ready for use.
- 14. COMPETENCY OF PROPOSERS.** Proposals will be considered only from such Proposers who, in the opinion of SGSWCD, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- 15. PROPOSAL ENVELOPE.** Proposal envelope shall be sealed and marked with the Proposer's name and Request for Proposal Number.
- 16. FORM OF PROPOSAL.** All proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or is being performed. At a minimum, if the Proposer is an individual, the proposal should include a complete resume of the individual. If the Proposer is a firm, the proposal should include a resume of the firm's principal(s). The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with SGSWCD, the Government of Guam or any of its Agencies or Instrumentalities.
- 17. MODIFICATION/ALTERATION.** After the receipt and opening of proposals and its option, SGSWCD may conduct discussions with responsible Proposers who have submitted proposals reasonably considered to be selected for the award with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- 18. MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn at anytime prior to the conclusion of discussion.
- 19. SELECTION OF BEST QUALIFIED PROPOSERS.** After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Modification/Alteration". SGSWCD will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.

Page 9

- 20. NEGOTIATION AND AWARD OF CONTRACT.** SGSWCD shall negotiate a contract with the best-qualified Proposer for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the Proposer will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- 21. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER.** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Proposer, the contract will be awarded to the Proposer.
- 22. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Proposer, a written record stating the reasons therefore shall be placed in the file and SGSWCD will advise such Proposer of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified Proposer, SGSWCD will enter into negotiations with the next most qualified Proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified Proposer.
- 23. NOTICE OF AWARD.** SGSWCD will notify all Proposers the status of the RFP and intend to award. Written notice of award will be public information and made a part of the contract file.
- 24. FAILURE TO NEGOTIATE CONTRACT WITH PROPOSERS INITIALLY SELECTED AS BEST QUALIFIED.** Should SGSWCD be unable to negotiate a contract with any of the Proposers initially selected as the best qualified Proposers, offers may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.
- 25. INDEPENDENT CONTRACTOR:** Contractor shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation made, whether oral or written by Contractor with respect to third parties shall be binding on SGSWCD.
- 26. INDEMNITY:** Contractor agrees to indemnify and hold harmless SGSWCD and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of SGSWCD.
- 27. EMPLOYMENT RESTRICTION:** If a contract for services is awarded to the bidder or Proposer, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on University of Guam property, with the exception of public highways. If any employee of a

Page 10

service provider is providing services on University property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the UOG of the conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on University property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the SGSWCD will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the University, and the service provider shall notify the University when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the University, then the SGSWCD in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

- 29. LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam. Reference Guam Code Annotated Section 5 GCA Chapter 5 Article 5008.
- 31. AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS:** The bidder, Proposer or contractor represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting (**See Attachment C, AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS FORM**)
- 32. AFFIDAVIT RE ETHICAL STANDARDS:** The bidder, Proposer, 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, (**See Attachment D, AFFIDAVIT RE ETHICAL STANDARDS FORM**)
- 33. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR 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 SGSWCD shall be paid in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the SGSWCD, including health and other similar benefits. (**See Attachment E, DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION FORM**)
- 34. COVENANT AGAINST CONTINGENT FEES:** The prospective contractor represents as part of such contractor's bid or proposal that such contractor has/has not (Circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. (**See Attachment F, AFFIDAVIT RE CONTINGENT FEES FORM**)

NOTE: NAME AND TITLE OF AUTHOR OF SCOPE OF WORK

Erica M.A. Pangelinan, District Administrator, Southern Guam Soil & Water Conservation District

Sources used: Internal SGSWCD documents related to the business nature

ATTACHMENT B
MAJOR SHAREHOLDER DISCLOSURE FORM

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 Proposer and that (please check only one):
() The Proposer is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
() The Proposer is a corporation, partnership, joint venture, or association known as _____ (please state name of Proposer 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):

Table with 3 columns: NAME, ADDRESS, % of Interest. Includes three rows of blank lines for data entry.

- 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 affidavit is submitted are as follows (if none, please so state):

Table with 3 columns: NAME, ADDRESS, Compensation. Includes one row of blank lines for data entry.

- 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:
Proposer, if the Proposer is an individual;
Partner, if the Proposer is a partnership;
Officer, if the Proposer is a corporation

Subscribed and sworn to before me
This _____ day of _____, 20__

NOTARY PUBLIC
My commission expires _____, _____
(AG Procurement Form 003 (Jul. 12, 2010))

ATTACHMENT E
DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATIONS

Procurement No.: _____

Name of Proposer Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ (please select one: the Proposer, a partner of the Proposer, an officer of the Proposer) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in the contract for applying the Wage Determination, as required by this Article, so the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employees.

(3) That the Proposer is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. **(INSTRUCTIONS – Please attach copy of current wage determination)**
(AG Procurement Form 006 (Feb. 16, 2010))

Signature

ATTACHMENT G

ATTACHMENT G: PROPOSER QUESTIONNAIRE FORM

Name of Firm:

Address:

Telephone:

Fax:

Cell Phone:

E-mail Address:

Year Firm Established:

Who will be the principal and alternate contacts with SGSWCD?

Principal:

(Name and Title)

Alternate:

(Name and Title)

Alternate:

(Name and Title)

Consultants:

NOTE: Please attach professional resumes of the proposed principal and alternate contact person(s), including all relevant professional designations and the requirements for obtaining each one.