GUAM REGIONAL TRANSIT AUTHORITY
Government of Guam

Eddie B. Calvo, Governor
Raymond S. Tenorio, Lt. Governor
Enrique Agustin, Executive Manager

P.O. Box 2896
Hagatna, Guam 96932

Phone: (671) 475-4686 or 475-4616
Fax: (671) 475-4600

Guam Regional Transit Authority

Board of Directors Meeting

AGENDA

Tuesday, January 16, 2018 at 3:00PM

GRTA Conference Room (DPW Compound) Upper Tumon, Guam

I. Call to order – Chairwoman

II. Roll Call – Board of Directors

III. Approval of Minutes
December 19, 2017 Board meeting

IV. Executive Manager's Report (Rick Agustin)

V. For Board Approval
A. Transit Business Plan Execution

VI. Old Business
None

VII. Budget Report (Myra Abaya)

VIII. Bus Operations Report (Mark Crisostomo)
A. Bus schedule and Routes
B. Ridership Report – December, 2017

IX. Chief Planner Report (Rally Pilipina)
A. All Procurement project updates

X. New Business
A. Letter to Senator Ada - land for transit bus maintenance building.
B. Presentation of Certificates to GRTA Fare Focus Group
C. "Read Only" draft copy of DISID resource center
D. "Director Arentz" NEMT research/findings and report.

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XI. Public Comments

XII. Executive Session

XIII. Adjournment

APPROVED BY:

1-16-18

LOUISE RIVERA
Chairperson

Date

LR:pg

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SIGN IN SHEET
GRTA Board of Directors Regular Board Meeting
Tuesday, January 16, 2018 3:00pm
GRTA OFFICE (DPW Compound)

BOARD OF DIRECTORS		
Name	**Sign In**	**Email Address / Phone Number**
Louise C. Rivera *Chairwoman*		weezierivera@hotmail.com
Gerard A. Cruz Vice Chairman.	Absent	gerard.cruz71@gmail.com
Ginger Porter *Board Secretary*	Ginger Porter	ginger.porter47@gmail.com
Frank A. Benavente *Board Member*		frankabenavente17@gmail.com
Andrew S. Tydingco *Board Member*	Absent	pokilabot@gmail.com
David Arentz *Board Member*	David Arentz	rentadavid@yahoo.com
Board Member		
GRTA STAFF		
Name	**Sign In**	**Email Address / Phone Number**
Rick Agustin *Executive Manager*		rick.agustin@grta.guam.gov *475-4616*
Myra ~~Abaya~~ Sgriano *Administrative Officer*		myra.abaya@grta.guam.gov *300-0703*
Rally Pilipina *Chief Planner*	Absent	rally.pilipina@grta.guam.gov *300-7261*
Penni Gates *Board Secretary*		penelope.gates@grta.guam.gov *475-4616*
Michelle Marquez *Planning Technician I*		michelle.marquez@grta.guam.gov *475-4603*
Brenda Ann Atalig *Planner II*	Absent	brenda.atalig@grta.guam.gov 300-7262
Jennifer Badar *Customer Service Representative*		jennifer.badar@grta.guam.gov *475-4686*
Mark Crisostomo *Transportation Supervisor*		mark.crisostomo@grta.guam.gov 300-7255
Pilar C. Carbullido *Program Coordinator IV*		pilar.carbullido@grta.guam.gov 475-4620
Jacqueline Taitano *Program Coordinator II*		jacqueline.taitano@grta.guam.gov 300-7255

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GRTA Board of Directors Regular Board Meeting
Tuesday, January 16, 2018 3:00pm
GRTA OFFICE (DPW Compound)

PUBLIC

Name	Sign	Phone No.	Topic of Discussion
EVELYN DUENAS	[signature]		SCHEDULING
LISA OGO	[signature]	0.7[illegible]3465	PASSENGER
Rosanna O'Mallan	[signature]	475-4861/2	
ETTING BOYS	[signature]	649-1940	MEETING
Brad Kloppenburg	[signature]	649-1940	
LOURDES BASCON MENDIOLA	Lourdes Bascon Mendiola	649-2761	Did mtg occur w/ Military?
IWD CLIFFORD BASCON WOOTEN	CBW by LBMendiola, Guardian	649-2761	

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Board Officers

FY 2017

Chairman
Louise Rivera
646-5211/8646
mayorlcrivera.tatuha@gmail.com

Vice Chairman
Gerard Cruz
487-4248
gerard.cruz71@gmail.com

Secretary
Ginger Porter
(671) 483-6150
ginger.porter47@gmail.com

Members
Frank A. Benavente
T (671) 632-5203
frankabenavente17@gmail.com

Andrew Tydingco
T (671) 472-8903
pokilabot@gmail.com

David Arentz
989-0055
rentadavid@yahoo.com

Vacant

MEETING MINUTES
Board of Directors scheduled Regular Board Meeting of Tuesday, December 19, 2017 at 3:20pm.

I. Call to Order:

Chairwoman Louise Rivera called the meeting to order at 3:20pm, at the GRTA Conference Room, 542 North Marine Corp Drive, Tamuning.

II. Roll Call:

Chairwoman Louise Rivera, Board Member Andrew Tydingco, Board Member David Arentz and Board Member Frank Benavente were present.
Not present were Board Secretary Ginger Porter and Vice Chair Gerard Cruz. They were both off-island.

Also present were: Executive Manager Rick Agustin, Chief Planner Rally Pilipina, Administrative Officer Myra Soriano, Program Coordinator IV Pilar Carbullido, Program Coordinator II Jackie Taitano, Planner II Brenda Atalig, Board Secretary Penelope Gates, Transportation Supervisor Mark Crisostomo, Customer Service Representative Jennifer Badar Cruz and Planning Technician Michelle Marquez.

A quorum was established.

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III. Approval of Minutes

December 19, 2017 – Director Andrew Tydingco moved to approve the minutes. Seconded and carried.

IV. Executive Manager's Report (Rick Agustin)

A. $197,000 Issue continued – AG Recommendation

No discussion. This is a continued issue.

V. For Board Approvals

A. GRTA transit use for Charter Vehicle

Director Andrew Tydingco moved to approve Associate Professor Keith Camacho to lease a fleet for charter services when available for off-island students to utilize during their visit on Guam starting in July 2018. Seconded and carried.

VI. Old Business

None

VII. Budget Report (Myra Abaya)

Local Funds – Guam Highway Funds – (GHF) - $3,211,082
Public Transit Fund (PTF) - $455,481
(Total - $3,663,958)
Total available budget - $3,116,579
Less 15% Reserve - $549,984
Total FY17 Budget - $3,666,563
Please see December 19, 2017 budget report attached.

VIII. Bus Operations (Mark Crisostomo)

Bus schedules and routes

The new approved bus schedules will be executed January 2, 2018.

Holiday Flyers

Christmas day and New Year's day – KEI Schedulers will be off during these holidays.

Per EM R. Agustin, this is an operational decision and not policy. Same as we do with Liberation day special runs.

Fixed Routes and Paratransit bus operations

Eleven buses running out of twelve buses. Five for fixed route and six for paratransit.

Ridership Report

November, 2017 Report
Fixed Route – 5689 riders

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Paratransit – 3871 riders
Total Ridership – 9660 riders. Fifty percent (50%) drop in ridership.

Please see December 19, 2017 Budget and Ridership Report

IX. Chief Planner Report (Rally Pilipina)

A. *All Procurement project updates.*

Finalizing TMS contract during this time. After the board members complete their review of the final draft of the contract revision, it will be submitted to the Attorney General's Office and eventually to the Governor for final approval. GRTA Executive Manager has the ultimate power to sign off on the contract. Finalization will be done after December, 2017 due to the holidays.

X. New Business

None

XI. Public Comment – 15 minutes total

Lou Mesa, Fare Focus Group Vice Chairperson
Inquiring - GRTA reports being accessible online.
Lyn Tydingco, Paratransit rider and Fare Focus Group Chairperson
Reported feedback received from transit riders – they agree to increased fare rates which will be implemented July, 2018.

Lisa Ogo, Paratransit rider
Acknowledge Roy Rosario as part of the Fare Focus Group. Per Director Andrew Tydingco, this has been done.
KEI's transit scheduling phone system - A waiting system that sends the caller to a voice message then sends the caller back into the waiting system that takes a long time and caller is unable to leave a message or connect to the scheduler.
Change scheduling policy to two weeks in advance – Scheduler to accept paratransit rider's schedule instead of leaving their name and number for a return call for a schedule and make a change in the scheduling policy to scheduling two weeks ahead.

Other paratransit riders have commented on issues:

- Waiting on a call for scheduling using prepaid phone
- Inquiring access to military installations by public transit – Per EM R. Agustin, GRTA does not have a license to do business on base. This is still an ongoing pursuit. Only a rider employed with a military installation and bears a DOD I.D. or entry clearance is able to enter a military establishment.

XII. Executive Session

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No executive session

XIII. Adjournment

GRTA Board member Andrew Tydginco moved to adjourn the meeting at 4:08pm. Seconded and carried. Meeting adjourned at 4:08 pm.

Respectfully submitted,

Penni Gates

GRTA Board Secretary

GUAM ECONOMIC DEVELOPMENT AUTHORITY REQUEST FOR PROPOSALS NO. 17-0xx FOR LEASE AND DEVELOPMENT OF DISID AND CLTC PROPERTY: FORMER VOC REHAB	
RFP Issue Date: Date	**Number of Pages:** xx
Proposal Due Date and Time: Date **4:00 p.m., Chamorro Standard Time**	

ISSUING AGENCY INFORMATION
Guam Economic Development Authority Jay Rojas, Administrator ITC Building, Suite 511 590 South Marine Corps Drive Tamuning, Guam 96913 Phone: (671) 647-4332 Fax: (671) 649-4146 Website: http://www.investguam.com
Single Point of Contact: Ms. Gloria Molo Guam Economic Development Authority ITC Building, Suite 511 590 South Marine Corps Drive Tamuning, Guam 96913 Email: gmolo@investguam.com Phone: (671) 647-4332

INSTRUCTIONS TO OFFERORS	
Return Proposal to: Gloria Molo Guam Economic Development Authority ITC Building, Suite 511 590 South Marine Corps Drive Tamuning, Guam 96913	**Mark Face of Envelope/Package:** RFP Number: RFP 17-0xx RFP Title: For Lease and Development of DISID and CLTC Property: Former Voc Rehab Proposal Due Date: Date, 2017 4:00 p.m. (Chamorro Standard Time)

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Point of Contact/Address:	**Authorized Offeror Signatory:** **(Please print name and sign in ink)**
Offeror Phone Number:	**Offeror FAX Number:**
Offeror Federal I.D. Number:	**Offeror E-mail Address:**
OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS	

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OFFEROR'S CHECKLIST

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

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

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; development agreement requirements (i.e., development agreement performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement administrator'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, ob tain a better understanding of the project, or to notify GEDA/DISID of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement administrator by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume GEDA/DISID/CLTC will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GEDA/DISID/CLTC. The proposals are evaluated based solely on the information and materials provided in your proposal.

7. _____ **Use the forms provided**, i.e., cover page, Non-collusion Affidavit form, etc.

8. _____ **Check GEDA's website for RFP addenda.** Before submitting your proposal, check GEDA's website at http://www.investguam.com to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

SECTION 1: SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date	Date, 2017
Deadline for Receipt of Written Questions	Date, 2017 4:00 p.m. (Chamorro Standard Time)
Issuance of Answers to Written Questions	Date
Pre-proposal Conference	None scheduled at this time.
Proposal Due Date	Date 4:00 p.m. (Chamorro Standard Time)
Anticipated Discussions with Offerors	Date (subject to change)
Anticipated Sublease Execution	Date (subject to change)

SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS

2.0 PROJECT OVERVIEW

The Department of Integrated Services for Individuals with Disabilities (hereinafter referred to as "DISID") along with the Chamorro Land Trust Commission (hereinafter referred to as "CLCT") and the Guam Regional Transit Authority (hereinafter referred to as "GRTA") (hereinafter collectively referred to as the "AGENCY") and the Guam Economic Development Authority (hereinafter referred to as "GEDA") as property and project manager for the AGENCY, are issuing this Request for Proposals ("RFP") for the lease and development of DISID and CLTC property in order to construct facilities, to include a space dedicated to the Guam Autism Center, and enhance program operations for the AGENCY pursuant to Public Law 33-227. To this end, this RFP announces the lease availability of Lot 5138-2-R3 NEW-1-1, Lot 5138-2-R3, and Lot 5138-2-R3 NEW-1-2, also referred to as the former Voc Rehab Property, Tamuning, Guam consisting of approximately 5.2 combined acres or 21,111 ± square meters (The Property). The Property is located off Route 1, across John F. Kennedy High School and adjacent to K-Mart. GEDA, with the AGENCY, intends to negotiate a lease and development agreement that includes construction of AGENCY facilities in consideration for a long term use of the Property, or portions thereof, and allows a prospective developer to implement its proposed and approved development plans. The Property has high potential for commercial use as it fronts Marine Corps Drive, is centrally located and is near an extremely high level of vehicular and pedestrian traffic intersection. The AGENCY and GEDA intend to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the Commercial (C) Zone designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing. A more complete description of this project is provided in Section 4, Scope of Project.

2.1 REQUEST FOR PROPOSAL

2.1.1. Availability. This RFP is available for public inspection and download from the GEDA website at www.investguam.com. A CD copy of the RFP may also be picked up at the GEDA office located on the 5th floor of the ITC Building 590 South Marine Corps Drive, Tamuning, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Offerors MUST complete, and submit to GEDA, the ACKNOWLEDGEMENT OF RECEIPT FORM set forth in the **Attachment D** of this RFP in order to receive addenda, responses or other related notices. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GEDA may result in the prospective offeror not receiving notices from GEDA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

2.1.2. Amendments. GEDA/AGENCY reserve 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. Any amendment(s) shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA and shall also be made available on GEDA's website. All prospective offerors who have completed and submitted the Acknowledgement of Receipt Form to GEDA must acknowledge receipt of all amendments or addenda issued.

2.2 RESERVED

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 via e-mail to the Administrative Services Officer referenced above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

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

2.3.3 Pre-proposal Conferences. Pre-proposal conferences may 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 completed and submitted an Acknowledgement of Receipt Form. GEDA will notify all registered offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

2.4 PROPOSALS

2.4.1. General. Proposals must be in writing, signed in ink, and prepared as described in **Section 6**. Offerors must clearly mark one proposal as "ORIGINAL" and provide four (4) copies and one (1) Disc. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GEDA/AGENCY as being non-compliant.

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

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

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

2.4.5. GEDA/AGENCY Not Responsible for Preparation Costs. The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GEDA/AGENCY shall be at the sole cost and expense of the offeror. GEDA/AGENCY is not liable for any

expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

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

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

2.5 DISCUSSIONS AND EVALUATION

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

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

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

2.5.4. Selection of the Best Qualified Offerors and Award. After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The procurement administrator 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, GEDA/AGENCY shall negotiate with the best qualified offeror for a sublease agreement at compensation determined in writing to be fair and reasonable. If compensation, sublease agreement requirements, and development agreement documents are agreed upon with the best qualified offeror, a recommendation will be made to the AGENCY for award to that offeror. If negotiations fail with the best qualified offeror, GEDA/AGENCY may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

2.6 LEASE AGREEMENT

2.6.1. Lease Agreement. A Lease and Development Agreement will be entered into between the offeror selected and DISID and CLTC.

2.6.2. Term of Agreement. The AGENCY intends that a lease agreement will be awarded for a mutually agreed upon term not to exceed a maximum of fifty (50) years to include an initial twenty-five (25) year term along with any option period(s) thereof, pursuant to Public Law 33-227.

2.6.3 Reserved.

2.7 REQUIRED AFFIDAVITS AND ASSURANCES

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-7.** Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

- Certification of Independent Price Determination (Non-Collusion) per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.

- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3). **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a development agreement to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5). The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

- Wage Determination per 5 G.C.A. § 5801 (Attachment A-6). In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. The Wage Determination can be found at the following website: http://www.wdol.gov/wdol/scafiles/std/05-2147.txt.

- Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6). In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any development agreement to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- Non-liability Waiver (Attachment A-7). All facts and opinions stated herein and in any additional information provided by GEDA/DISID, 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.

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 development agreements 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.

3.0 AUTHORITY

This RFP is issued under the authority of the Guam Procurement Act and the Guam 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.

3.1 OFFEROR COMPETITION

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

3.2 SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **offerors shall not communicate with any GEDA/AGENCY, its Board Members or officials regarding this procurement,** except at the direction of Ms. Gloria Molo, Administrative Services Officer and the Procurement Administrator in charge of this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

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

3.3 LESSEES

The offeror awarded under this RFP shall be the Lessee and shall be responsible, in total, for performance of the Lease. All sub-lessees, if known at the time of proposal submission, must be listed in the proposal. GEDA/AGENCY reserves the right to approve all sub-lessees. The lessee shall be responsible to GEDA/AGENCY 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 GEDA/AGENCY.

3.4 TAXES

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

3.5 LICENSING

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

3.6 RECEIPT/OPENING OF PROPOSALS

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

3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

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

3.8 DETERMINATION OF RESPONSIBILITY

The procurement administrator 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 development agreement 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 and or emailed to the affected offeror.

3.9 COMPLETENESS OF PROPOSALS

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

3.10 INSURANCE

The selected offeror shall secure all insurance required by Guam law and may be required to procure other insurance as determined by GEDA/AGENCY, including, without limitation, workers compensation, automobile liability, comprehensive general liability, professional liability and errors and omissions.

3.11 FAILURE TO COMPLY WITH INSTRUCTIONS

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GEDA/AGENCY 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 GEDA/AGENCY'S RIGHTS RESERVED

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

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

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, GEDA/AGENCY shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GEDA/AGENCY 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 (development agreement) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by GEDA/AGENCY.

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/building use issues and/or procedures to which the offeror maybe subject, nor is this information intended to be a complete statement of all of the information the offeror might be required to ultimately submit. All facts and opinions stated herein and in any additional information provided by GEDA/AGENCY, 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 a Non-Liability Waiver, in the form provided as **Attachment A-7**, with its proposal.

SECTION 4: SCOPE OF PROJECT

4.0 OVERVIEW

The Department of Integrated Services for Individuals with Disabilities (hereinafter referred to as "DISID") along with the Chamorro Land Trust Commission (hereinafter referred to as "CLCT") and the Guam Regional Transit Authority (hereinafter referred to as "GRTA") (hereinafter collectively referred to as the "AGENCY") and the Guam Economic Development Authority (hereinafter referred to as "GEDA") as property and project manager for the AGENCY, are issuing this Request for Proposals ("RFP") for the lease and development of DISID and CLTC property in order to construct facilities, to include a space dedicated to the Guam Autism Center, and enhance program operations for the AGENCY pursuant to Public Law 33-227. To this end, this RFP announces the lease availability of Lot 5138-2-R3 NEW-1-1, Lot 5138-2-R3, and Lot 5138-2-R3 NEW-1-2, also referred to as the former Voc Rehab Property, Tamuning, Guam consisting of approximately 5.2 combined acres or 21,111 ± square meters (The Property). The Property is located off Route 1, across John F. Kennedy High School and adjacent to K-Mart. GEDA, with the AGENCY, intends to negotiate a lease and development agreement that includes construction of AGENCY facilities in consideration for a long term use of the Property, or portions thereof, and allows a prospective developer to implement its proposed and approved development plans. The Property has high potential for commercial use as it fronts Marine Corps Drive, is centrally located and is near an extremely high level of vehicular and pedestrian traffic intersection. The AGENCY and GEDA intend to negotiate a lease agreement for the Property that allows a prospective lessee to utilize the Property for land uses consistent with the Commercial (C) Zone designation. If required, the offeror will be allowed to pledge the leasehold interest in the property to secure development financing.

To allow prospective developers to invest in the Property and recover investments, PL 33-227 authorizes a lessee to lease the property for an initial term of twenty five (25) years with one or more option(s) to extend the term for a total of no more than fifty (50) years. Such term will be subject to negotiations, based primarily upon the value of the facilities AGENCY requires (see Attachment C for conceptual and detailed facilities) and the amount of time required by the lessee to recover its investment, satisfy financing requirements and profit from investments. Relative to developmental goals of AGENCY, the Guam Regional Transit Authority (**GRTA**) retains an agreement with DISID to utilize its **U.S. Department of Transportation Federal Transit Authority Administrative Grant funding to contribute to the initial construction of above said facilities** in consideration of 2,500 square feet of office space for GRTA operations in the same facility (**see Attachment C**). In consideration of a long term lease and use of the Property, GEDA is soliciting proposals from potential offerors to construct AGENCY facilities on a portion of the Property or, on an alternate, easily accessible and island-central site acceptable to AGENCY.

A description of the Property and expectations of the selected developer are presented below.

4.1 PROPERTY USE CONSIDERATIONS

4.1.1 Property Location. The Property is located off Route 1, across John F. Kennedy High School and adjacent to K-Mart (See attached Map – Attachment B).

4.1.2 Previous Land Use. The Property was formerly utilized as the Vocational Rehabilitation Center which included thrift stores, production of crafts and a car wash.

4.1.3 Current Zoning. Public Law 33-227 designates the Property as Commercial (C) Zone. If a change to this zoning designation is needed to implement the developer's plans, an explanation of the need for change must be included in the proposal submitted in response to an RFP.

4.1.4 Mining of Property. Should aggregate mining be intended by the prospective developer as part of its development plan, GEDA/AGENCY requires that proposal in response to an RFP discuss how the property will become usable after the developer ceases to use the property for this purpose and discuss royalties that will be paid from the use of the property for this purpose.

4.1.5 Adjacent Property. Roads and utilities may traverse the Property, serving other properties in the vicinity. These services shall continue uninterrupted but should relocation of these utilities be desirable to satisfy development objectives, consultation must first be conducted with affected property owner(s) and AGENCY approval must be obtained. If approved, any and all relocation expenses shall be borne by the prospective developer.

4.2 DISID and AGENCY COMMITMENTS

- To support designation of the appropriate zone for the property to accommodate the development plan, to the extent allowable by law.
- 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.
- To support the developer in presenting and securing approval of the lease agreement to the extent allowable by law.

4.3 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:

4.3.1 Conceptual Plan. Prepare a conceptual plan for the proposed development, commit to a specific development schedule and secure all necessary development permits. In submitting a proposal in response to an RFP, offerors are required to submit this conceptual plan for the development of the property or portion(s) thereof which shall identify the type of use, the market demand for the goods and/or services to be offered, a rough order of magnitude cost for developing the site and the offeror's ability to finance development and operations including evidence of such financial ability.

4.3.2. Business Plan. Create for itself and for GEDA and AGENCY, a Business Plan that contains a project pro forma consistent with the conceptual plan covering the period of time required by the offeror(s) for project development and operation.

4.3.3 Infrastructure. Plan, implement and fund all infrastructure improvements needed for development plans.

4.3.4. Management. Accept management and maintenance responsibility for the Property that preserves the value and revenue generating capacity of the Property.

4.3.5. Environmental Remediation (If Needed). Accept responsibility for performance and costs of any environmental remediation required to develop the Property as proposed.

4.3.6. Insurance. Obtain all required property, liability and workmen's compensation insurance, and indemnify GEDA and AGENCY from any liability arising from the development and use of the Property.

4.3.7 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 GEDA/AGENCY.

4.3.8. Fees. Pay all fees associated with the recording the Lease at the Department of Land Management.

4.4 OFFEROR REQUIREMENTS

A primary consideration of the GEDA/AGENCY and the Government of Guam is the benefits to be derived through the lease and development of this valuable asset. Traditional methods of generating revenue are addressed in subsections 1.4.1 and 1.4.2 below. However, GEDA, AGENCY and the Government of Guam recognize 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:

4.4.1. Rent/Property Value. Rent or Property Value will be based upon appraised/estimated fair market rental value. Prospective developers are required to identify the amount of ground rent to be paid annually/monthly over the term of the lease, taking into account AGENCY's objective of developing new facilities. Periodic escalations in ground rent will also be considered over the term of the lease and therefore, developer proposals must include escalations in their proposals and provide a fair and reasonable method incorporating fair market rental values for establishing ground rent.

4.4.2. Participation Rent. Subject to negotiations, AGENCY may require that the offeror(s) awarded the right to lease the Property pay participation rent which is defined as a negotiated percentage of the gross income from the operations of the business or businesses located on the Property, payable monthly. In line with AGENCY's objective of developing new facilities, proposals submitted in response to this RFP should indicate whether it agrees to payment of participation rent and if so, identify the percentage of gross monthly income from the operations of the business or businesses located on the Property that will be considered as participation rent and provide a projection of monthly/annual participation rent payments. If proposals indicate agreement with payment of participation rent, proposals must also identify the method by which gross monthly income will be accounted for over the term of the lease.

4.4.3. Alternative Payment Mechanisms. Alternatives to property rent, subtenant and other rents may be proposed by offerors in their proposals, however, any proposal suggesting such alternatives must demonstrate how AGENCY's objective of developing new facilities and generating the highest amount of value is achieved by comparing the suggested alternative to the property rent, subtenant and other payments described above. Alternative payment schedules including rent deferrals may also be proposed but in no event will the total value of rent be reduced. Interest may also be charged on any deferred rents. Ultimately, describe how

AGENCY's goal of constructing facility to include 45,000 square feet for DISID operations, 2,500 square feet for GRTA's One Call – One Click Dispatch Center and 6,000 square feet of space for a Guam Autism Center may be accomplished through Offeror's lease/use of the Property.

4.4.4. Security Deposit. The proposal shall indicate that the developer(s) agrees to pay a non-refundable security deposit upon execution of a lease and the amount of such security deposit.

4.4.5. 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. Should subletting be intended, offerors shall identify the proportion of sublessee rents paid to the lessee to be paid to GEDA/AGENCY, if any. In addition, participation rent as described above may be required to be paid by sublessees.

4.4.6. Other Requirements. To ensure acceptability of the intended lease agreement by the public and the government of Guam, additional requirements may be imposed and/or negotiated that are not specifically identified in this RFP, at the discretion of the Government of Guam. By submitting a proposal in response to this RFP, prospective offerors understand and agree that additional requirements may be negotiated by the Executive and/or Legislative Branches of the Government of Guam.

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. 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 GEDA's enabling legislation, 12 G.C.A. § 50101 *et seq.*

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

Evaluation Criteria	Value
Conformance with RFP requirements 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 GEDA/AGENCY's discretion.	50 points
Financial ability to develop. Proposals will be awarded a maximum of one hundred fifty (150) points for providing a comprehensive, detailed description of the offeror's 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.	150 points
Expertise and experience. 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 (100) points will be awarded under this criterion.	100 points
Rent or Alternative. 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 construction of AGENCY facilities, as indicated in Section 4.4.3 will be evaluated. A maximum of Four Hundred (400) points will be awarded under this criterion.	400 points
Participation rent. 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 4.4.3 will be evaluated. A maximum of One Hundred (100) points will be awarded under this criterion.	100 points

Other payments/terms. 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 4.4.3 will be evaluated. A maximum of Two Hundred (200) points will be awarded under this criterion.	200 points
MAXIMUM POINTS	**1000 points**

SECTION 6: PROPOSAL STRUCTURE

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

1. **Introduction.**
   a. Cover letter (must be on offeror's letterhead)
      i. Point of Contact. The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.

ii. Contact Information. Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business.

b. Confirmation Statement. A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

2. **Company Overview.**

a. Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.

b. Year firm established. Indicate the number of years offeror has been in business under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.

c. Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name.

d. Participating branch offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

3. **Experience of Offeror.**

a. Primary point of contact. Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GEDA/AGENCY and the offeror for all work under the development/lease plan. The manager candidate may be subject to the approval of GEDA/AGENCY.

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 who 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. GEDA/DISID 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. Work plan. Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to GEDA/AGENCY what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
   c. Rent. Identify the amount of rent to be paid annually over the term of the lease, taking into account GEDA/AGENCY's objective of generating the highest amount of revenue and developing facilities. 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, GEDA/AGENCY may use a capitalization rate equal to or in excess of Nine Percent (9%) per year.
   d. Participation rent. In line with the GEDA/AGENCY's objective of generating the highest amount of revenue and constructing facilities, 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. 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 GEDA/DISID's objective of generating the highest amount of revenue or constructing its desired facilities 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.
   f. 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.
   g. 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 and their proposed sublesee 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 GEDA/AGENCY, the Government of Guam or any of its agencies or instrumentalities.

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 to include mention of consideration to employ those of persons with disabilities.

8. **Required Documentation:**
   a. Major Shareholders Disclosure Affidavit (Attachment A-1)
   b. Non-Collusion Affidavit (Attachment A-2)
   c. Non-Gratuity Affidavit (Attachment A-3)
   d. Affidavit Regarding Contingent Fees (Attachment A-4)
   e. Ethical Standards Affidavit (Attachment A-5)
   f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)
   g. Non-Liability Waiver (A-7)

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*]::

Name	**Address**	**% of Interest**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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*]:

Name	**Address**	**Compensation**
_____	_____	_____

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 development agreement 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: _____

AG 12-0198
April 10, 2012

AG Procurement **Form 002** (Rev. Nov. 17, 2005)

ATTACHMENT A-2: AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [*state name of company*]

_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed development agreement. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires: _____,_____.

AG 12-0198
April 10, 2012

AG Procurement **Form 003** (Jul. 12, 2010)

ATTACHMENT A-3: AFFIDAVIT RE NO GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of offeror company*] _____. Affiant is _____ [*state one*

of the following: the offeror, a partner of the offeror, and officer of the offeror] making the foregoing identified bid or proposal.

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

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires: _____, _____.

AG 12-0198
April 10, 2012

AG Procurement **Form 004** (Jul. 12, 2010)

ATTACHMENT A-4: AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [*state name of company*]

_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this development agreement. This statement is made in pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a development agreement with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

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

Subscribed and sworn to before me

This ____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires: _____, _____.

AG 12-0198
April 10, 2012

AG Procurement **Form 007** (Jul. 15, 2010)

ATTACHMENT A-5: AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

The affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractors, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

_____
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: _____, _____.

AG 12-0198
April 10, 2012

AG Procurement **Form 005** (Jul. 12, 2010)

ATTACHMENT A-6: DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

> **§ 5801. Wage Determination Established.**
>
> In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.
>
> The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.
>
> **§ 5802. Benefits.**
>
> In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

_____
Signature

AG 12-0198
April 10, 2012

AG Procurement **Form 006** (Feb. 16, 2010)

ATTACHMENT A-7: 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 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 GEDA/AGENCY, 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 GEDA/AGENCY to pay any costs incurred in the preparation of a response. GEDA/AGENCY reserves the right to accept or reject any proposal in part or in its entirety. GEDA/AGENCY 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 GEDA/AGENCY, its staff and/or its consultants to analyze the submitted responses to this RFP.

GEDA/AGENCY reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should GEDA/AGENCY 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

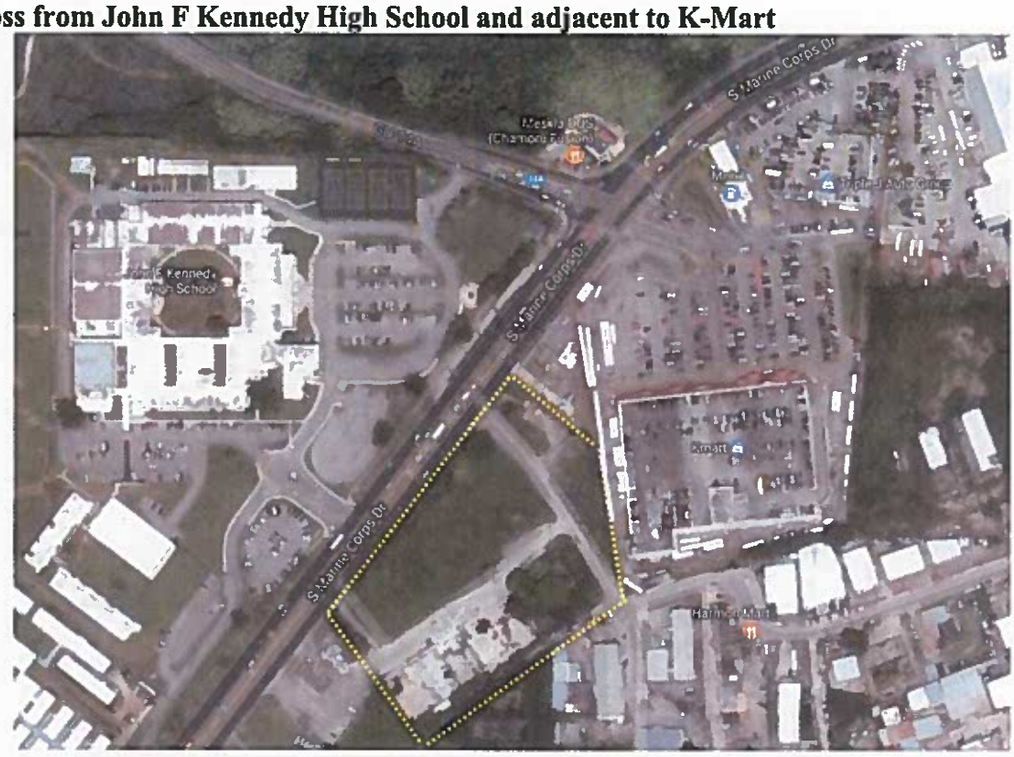
_____
Business Address and Contact Numbers

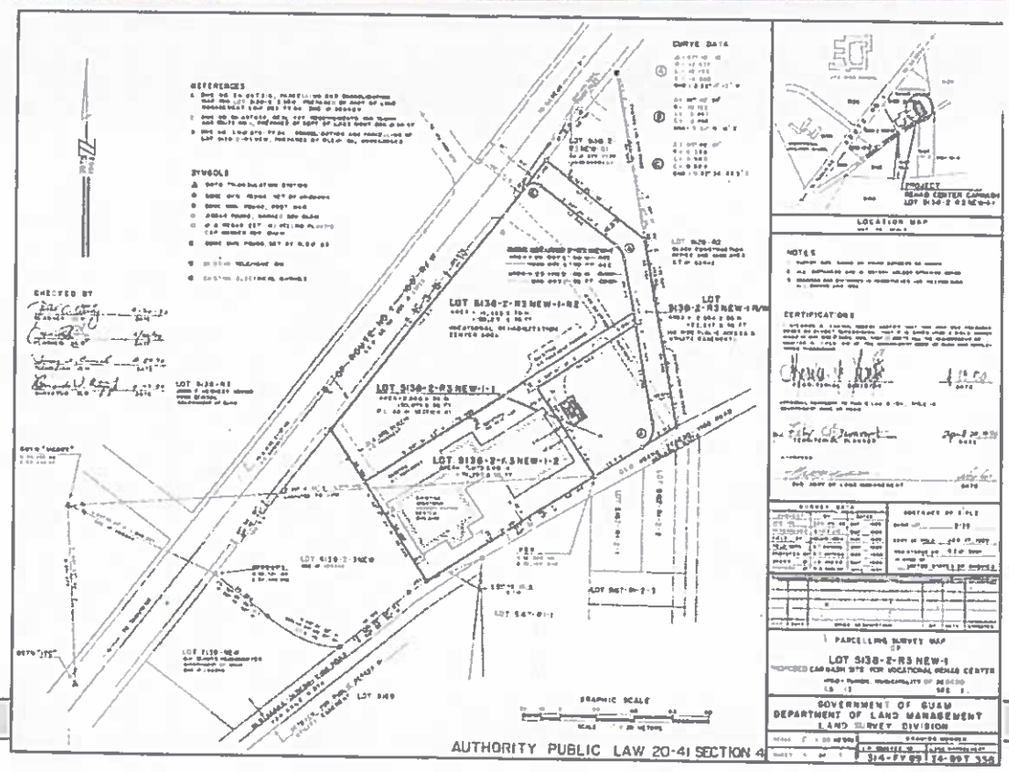
ATTACHMENT B: MAP

NOTE:

- **Not to Scale**
- **Lot 5138-2-R3 NEW-1-1, Lot 5138-2-R3, and Lot 5138-2-R3 NEW-1-2, Tamuning, Guam, 5.2 combined acres or 21,111 ± square meters (The Property). Former Voc Rehab Property**

- **Across from John F Kennedy High School and adjacent to K-Mart**





(Insert Images & Descriptions of AGENCY Facility)

ATTACHMENT D: ACKNOWLEDGEMENT OF RECEIPT FORM

GUAM ECONOMIC DEVELOPMENT AUTHORITY

Please acknowledge receipt of

RFP-17-0xx

For Lease and Development of DISID and CLTC Property: Former Voc Rehab

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 _____

FY18 APPROVED GRTA BUDGET
P.L. 34-42

GUAM REGIONAL TRANSIT AUTHORITY
(Budget Report)

LOCAL FUNDS - GUAM HIGHWAY FUND (GHF) - $3,211,082
(TOTAL: $3,663,958) PUBLIC TRANSIT FUND (PTF) - $455,481

	Object Class	FY17 Budget	Less 15% Reserve	Total Available Budget
111	Salaries	445,304	(66,796)	378,508
113	Benefits	164,523	(24,678)	139,845
220	Travel	-	-	-
230	Contractual (GHF)	2,283,355	(342,503)	1,940,852
230	Contractual (PTF)	455,481	(68,322)	387,159
233	Office Rental	-	-	-
240	Supplies (Incld. Fuel)	300,000	(45,000)	255,000
290	Misc.	11,400	(1,710)	9,690
361	Power	-	-	-
362	Water	-	-	-
363	Telephone	6,500	(975)	5,525
450	Capital Outlay	-	-	-
	TOTAL	3,666,563	(549,984)	3,116,579

Fiscal Restraint

TOTAL 230:	
$	2,328,011

Other Misc. Contractual (230):		
Legal Services	75,000	
Xerox Copier/Printer	10,000	
Internet	1,000	
Drinking Water Delivery	500	
Print Advertisement Srvcs.	5,000	
Office AC Repairs Maint. Srvcs.	5,000	
Printing Services (Bus Fares, Brochures, Schedules, etc.)	2,000	
Website Maintenance Services	7,200	
Trash Collection (GRTA office)	2,500	
Grounds Maint. Svcs	12,000	
Preventive & Repairs Maintenance, DPW	100,000	MOU
Wrecker Services	2,000	
New Tires Replacement/MV1	6,000	
New Tires Replacement/ARBOC	6,000	
Tire Repair Services	3,000	
VEHICLE REPAIRS AND MAINT. (QUICK FIX)	24,999	
Misc. Subscription & Other Services	9,552	
TOTAL MISC. 230:	271,751	

TOTAL APPROP. FOR BUS OPERATION, LOCAL:	2,328,011	GHF/PTF
Less: Misc. Contractual	(271,751)	
Total funding for Bus Op.	2,056,260	Local
Less: FY18 Est. Bus Operation	(3,500,000)	
Shortfall from Local Funds	(1,443,740)	
Less: Current Avail Fed. Funds	812,633	
Projected Shortfall, FY18 $	(631,107)	This Amount Excludes Contractor's Owned Vehicles & Undetermined Fuel Cost. Projection was based on Govt. Owned Veh. Only.

AVAILABLE FEDERAL FUNDS FOR BUS OPERATION, FY18	
FY13 Cont. Grant	0
FY14 Cont. Grant	0
FY16 Cont. Grant	36
FY17-001 Cont. Grant	36,860
FY17-002 Cont. Grant	775,737
Total	812,633

FTA FEDERAL FUNDS AVAILABLE CARRIED OVER FOR FY18:	
FY16 - FTA	36
FY17 - 001 FTA	36,860
FY17 - 002 FTA	775,737
	812,633

PROPOSED OPTION TO ADDRESS SHORTFALL:	
FY18 Projected Shortfall	(631,107)
To Request Release of Reserve	549,984
PROJECTED OVERALL SHORTFALL = ($ 81,123)	

MISC. GRANTS:		
Partial Design GRTA Maint.	237,500	(A & E)
One Call/One Click Grant	1,271,087	
Solar Lighting System (DOI Grant)	40,000	
Bus Renovation (FEMA/Typh. Dolphin)	18,790	
FTA FY17 Bus Procurement	1,083,562	($583,562 + $500k)
Total (Other Misc. Grant)	2,650,939	

	FY18 BUS MONTHLY OPERATION EXPENSES	COST	FUEL EXPENSES	TOTAL MONTHLY COST (Bus Srvcs + Fuel)	BREAKDOWN: GOV. OWNED VEH.	CONT. OWNED VEH.	TOTAL	BUS FARES COLLECTION: KEI	TOG & Others	Grand Total Bus Fares
October	15 hrs/day, 6 (Fixed), 6 (Para)	272,412.25	12,554.43	284,966.68	100,034.32	172,377.93	272,412.25	8,310.50	390.20	8,700.70
November	15 hrs/day, 6 (Fixed), 6 (Para)	192,574.69	7,673.61	200,248.30	68,013.69	124,561.00	192,574.69	3,788.60	463.75	4,252.35
December	15 hrs/day, 6 (Fixed), 6 (Para)	223,322.26	12,946.54	236,268.80	104,400.58	118,921.68	223,322.26	5,011.74	556.25	5,567.99
January										
February										
March										
April										
May										
June										
July										
August										
September										
	CURRENT TOTAL:	688,309.20								
	PLUS: FUEL COST	33,174.58								
	(OCT - DEC COST) SUB-TOTAL:	721,483.78								
	PROJECTED COST FOR BUS OP, JANUARY - SEPTEMBER	2,700,000.00								
	PROJECTED COST FOR FUEL, JANUARY - SEPTEMBER:	270,000.00								
	TOTAL PROJ. BUS OPERATION COST, FY18	$ 3,691,483.78	$ 33,174.58	$ 721,483.78	$ 272,448.59	$ 415,860.61	$ 688,309.20	17,110.84	1,410.20	18,521.04

BREAKDOWN OF HOURLY RATE:

GOVERNMENT OWNED VEHICLE: (EXCLUDING FUEL/MAINTENANCE)	CONTRACTOR'S OWNED VEHICLE: (INCLUSIVE OF FUEL/MAINTENANCE)
FIXED ROUTE: $50.93	$ 73.33
PARATRANSIT: $51.42	$ 73.74

PROJECTED MONTHLY BUS OPERATION COST:

PROJECTED MONTHLY OP COST = $270,000 (Average)
PROJECTED MONTHLY FUEL COST = $ 30,000
PROJECTED MONTHLY TOTAL COST = $300,000
(If full blast operation)

GUAM REGIONAL TRANSIT AUTHORITY

CURRENT AVAIL. FEDERAL FUNDS: AS OF 01/16/18

Description	Grant Award No.	AS400 A/C No. & Object Class	Balance	230: Funding for Bus Op.	Expiration Date
FY16 FTA Continuing Grant	GU18X03100	5101E169977PT101-230		36	11/30/2018
Orig. Approp.	$1,136,189	111/113/220/240/250	2,446		
FY17 FTA Continuing Grant	GU-2017-001-00	5101E179977PT101-230		36,860	9/30/2019
	(First Batch)	111/113/220/240/250	87,716		
Orig. Approp.	$1,615,066				
FY17 FTA Continuing Grant	GU-2017-002-00	5101H179977PT102-230		775,737	9/30/2020
	(Second Batch)	Addn'l for TMS - OCOC - 250	104,247		
Orig. Approp.	$1,417,486	111/113	37,502		
		Total	141,749		
		Grand Total Current Balance:	231,910	812,633	

SPECIAL FEDERAL GRANTS:

FOR IFB - PROCUREMENT OF BUSES:		Orig. Approp. :	Current Balance:		
From FY17 FTA Continuing Grant (Additional)	GU-2017-001-00	5101E179977PT101-450 $583,562	583,562.00		9/30/2019
From FY17 FTA Continuing Grant (Additional)	GU-2017-002-00	5101H179977PT102-450 $500,000	500,000.00		9/30/2019
		TOTAL: $1,083,562 For Bus Proc.	1,083,562.00		

Partial Design GRTA Maint. Facility	GU-04-0003-00	5101H139977PA104-230	237,500.00		9/30/2018

One-Call/One-Click Federal Grant	GU-04-0004-00	5101H129977PT106: Funding for Construction of DISID Bldg.	1,000,000.00		6/30/2018 (Grant soon to expire)
		5101H129977PT105: (Orig. Approp. - $305,000) Funding for proposed GRTA's One-Call/One-Click Center and Software	271,086.43		
		Total Current Balance:	1,271,086.43		