

DEPARTMENT OF CORRECTIONS
GOVERNMENT OF GUAM

TECHNICAL CONSULTING SERVICES
FOR THE PREPARATION AND ESTABLISHMENT OF
A COMPREHENSIVE FACILITIES MASTER PLAN

RFP / DOC-2017-001

Issuance Date: June 21, 2017

Request for Proposal

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TECHNICAL CONSULTING SERVICES
FOR THE PREPARATION AND ESTABLISHMENT OF
A COMPREHENSIVE FACILITIES MASTER PLAN

Department of Corrections

#1 Mashburn Lane Dairy Road, Mangilao, Guam 96913

P.O. Box 3236 Hagatna, Guam 9632

Telephone 671.734-4034 • Fax 671.734-4051

Email: directorsoffice@doc.guam.gov

Contact Person: Ms. Ovita Nauta

All dates & times referenced in this RFP are Chamorro Standard Time (ChST) (UTC+10).

I. General Information

PURPOSE:

This Request for Proposal (RFP) is issued by the Department of Corrections (DOC), an agency of the Government of Guam, to solicit proposals from qualified firms, licensed to conduct business on Guam, to provide consulting services to assist the Department of Corrections in the preparation and establishment of a comprehensive Facilities Master Plan, incorporating the building requirements of the existing needs of the Department of Corrections as well as plans for future growth in the Inmate and Detainee population, rehabilitation, reintegration and Prison Industries activities.

The proposal shall include, but is not limited to, an assessment of the existing building, department policies and procedures; dialogues with department management to define functional and reporting requirements; and other needs of the department. For purposes of this document, the Department of Corrections will be referred to as “the department”.

Authority: This RFP is governed by the Guam Procurement Law and applicable laws of Guam

Issued By: Mr. Alberto A. Lamorena V, Director
Department of Corrections
#1 Mashburn Lane Dairy Road, Mangilao, Guam 96913
P.O. Box 3236 Hagatna, Guam 96932

1.1. Procurement Objectives

It is the goal of the department to contract an experienced and qualified vendor for consulting services to assist the Department of Corrections preparation and development of a comprehensive Facilities Master Plan. The project will include advisement about the current condition of the existing buildings by conducting an assessment of the Department of Corrections which may include buildings, grounds, equipment, and its users.

1.2. Issuing Office

The Department of Corrections (DOC) is issuing this Request for Proposal (RFP) and is governed by the Guam Procurement Law and applicable laws of Guam. Interested offerors may obtain and sign for a copy of the RFP between the hours of 8am – 5pm, Monday thru Friday (excluding official Government of Guam holidays), at the:

Director's Office
Department of Corrections
#1 Mashburn Lane Dairy Road, Mangilao, Guam 96913

Or, may download the RFP at www.doc.quam.gov.

Notice for firms downloading the RFP online

Prospective offerors who download RFPs are required to register their intent to submit proposals via email to Ms. Ovita Nauta at directorsoffice@doc.guam.gov . Notices of intent should include company name, company address, contact name, and contact information which includes an email address. The government will confirm receipt of the intent to submit via email. **Proposals from offerors that have not registered their intent to participate in the RFP will not be considered for award.** It is recommended that offerors register their intent as early as possible.

Offerors are responsible for accessing and viewing the attachments.

Government of Guam procurement rules require that all potential offerors be notified, and acknowledge receipt of any amendments to RFPs. Amendments will be available from the contact persons identified in the RFP and will also be posted on the websites.

1.3. Proposal Submission

Proposals will be submitted to Ms. Ovita Nauta, Administrative Services Officer, at the following physical address:

Department of Corrections
Director's Office
#1 Mashburn Lane Dairy Road, Mangilao, Guam 96913

or mailed to her at 

Department of Corrections
Director's Office
P.O. Box 3236
Hagatna, Guam 96932

To be considered, proposals submitted must contain one (1) typewritten and legible original proposal contained within one (1) Portable Document Format (PDF) file. As a courtesy, please keep the PDF file size below eight (8) MBs and five (5) copies each of the proposal, along with any supplementary materials. The proposal shall be signed by an official authorized to obligate the firm. All submissions must be received in a sealed envelope or package with the following clearly indicated on the outside:

DOC CONSULTING SERVICES RFP – OFFEROR PROPOSAL

Proposals must be received no later than 4:00 pm, on August 04, 2017.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified.

1.4. Procurement Schedule:

<u>Event</u>	<u>Date and Time</u>	
RFP Issuance	June 21, 2017 (Wednesday)	4:00 p.m.
Deadline to Register Intent to Submit Proposal	July 7, 2017 (Friday)	5:00 p.m.
Pre-Proposal Teleconference And Site Visit	July 20, 2017 (Thursday)	10:00 a.m.
Inquiry Submission Deadline	July 28, 2017 (Friday)	5:00 p.m.
Inquiry Response Deadline	August 4, 2017 (Friday)	5:00 p.m.
Proposal Submission Deadline	August 11, 2017 (Friday)	4:00 p.m.
Selection of Vendor	September 1, 2017 (Friday)	5:00 p.m.

All events, except the On-Site Visit and 'Register Intent to Submit Proposal,' will be held at the Department of Corrections Director's Office in Mangilao, for the purposes of the RFP are from 8:00 am to 5:00 pm, Monday through Friday, except for official Government of Guam holidays.

1.5. Procurement Guidelines and Conditions

1.5.1. *Preparation of Proposal*

Proposals must be prepared to conform by means of all instructions, conditions, and requirements included in the RFP. Firms are required to examine all documentation. Failure to observe all terms and conditions will be at the firm's risk.

1.5.2. *Cost of Proposal Preparation*

There is no expressed or implied obligation for the government of Guam to reimburse responding firms for any expenses incurred in preparing any proposal in response to the RFP.

1.5.3. *Type of Contract*

It is contemplated that a firm fixed price contract will be awarded. In addition to the provisions of the RFP, any additional clauses or provisions required by the laws and regulations of the Government of Guam that is in effect at the time of execution of the contract will be included.

1.5.4. *Revisions to the RFP*

The department has the right to amend the RFP at any time. If an amendment is issued, it will be provided to all who have picked up a copy of the RFP as well as to those who have registered as having downloaded the RFP through the websites noted in Section 1.2 of this document. Acknowledgement of receipt of all issued amendments shall be required from all firms.

1.5.5. Cancellation of the RFP

The department may cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response to the RFP. When such action is taken, it is determined to be fiscally advantageous to the department, in other words, in the best interest of the department.

1.5.6. Pre-Proposal Teleconference

A Pre-Proposal Teleconference for all firms who have registered their intent to submit a proposal will be held at the DOC Director's Office located in Mangilao, Guam. The number to call is (671) 735-5170. After this Pre-Proposal Teleconference, any inquiries concerning the RFP should be submitted in writing or by fax no later than **5:00 p.m. on July 28, 2017**. Questions formally submitted to the department will be responded to in writing and sent expeditiously to all recipients of the RFP. Any revisions to the RFP as a result of the conference shall be made exclusively through the issuance of an amendment.

All questions and correspondence after the Pre-Proposal Teleconference should be directed to the Director's Office by FAX at (671) 734-4051, or by email at directorsoffice@doc.guam.gov or in writing to the following address:

Ms. Ovita Nauta
Administrative Services Officer
Department of Corrections
Director's Office
#1 Mashburn Lane Dairy Road, Mangilao, Guam 96913
P.O. Box 3236 Hagatna, Guam 96932

1.5.7. Site Visits

The Site Visit is scheduled for Thursday, July 20, 2017. **This is not mandatory, but recommended.** Offerors may request a pre-proposal site visit of the Department of Corrections facilities and other relative sites at the department. Any information which the offeror might obtain during such visits will neither be considered official nor binding on the department unless confirmed by submission of follow-up written questions by the firm, and the receipt of subsequent written response(s) by the department.

1.5.8. Duration of Proposal Validity

Proposals will be valid for one-hundred twenty (120) days following the closing date of the RFP. This period may be extended by written mutual agreement between the firm and the government of Guam.

1.5.9. Disclosure of Major Shareholders

As a condition of submitting a proposal, any partnership, sole proprietorship or corporation doing business with the department 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 the 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 corporations, 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 the proposal for the firm 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.

1.5.10. Submission of Proposals

See Section 1.3 for explanation.

1.5.11. Modification of Proposals

It is the responsibility of the respondent to deliver the proposal modifications on or before the date and time of the RFP receipt deadline. Proposals will not be accepted after the date and time of closing under any circumstances.

1.5.12. Late Proposals

Any proposals received after the date and time specified in Section 1.3 will not be considered. The receipt of all proposals will be the date and time stamped.

1.5.13. Withdrawal of Proposals

Proposals may be withdrawn by written or facsimile notice received by the department at any time prior to award. Proposals may be withdrawn in person by a firm or the firm's authorized representative, provided that the identification of the representative is verified and a receipt for the proposal is signed by the representative.

1.5.14. Oral Discussion / Product Presentations

Firms may be required to participate in oral discussion(s) and / or demonstration(s) of the services contained in their proposal. Should the department elect to conduct such events for the purpose of proposal clarification, this will be accomplished by a mutually agreeable time. Firms should, however, present proposals which are complete and comprehensive in all ways since the department reserves the right to award a contract without further discussions.

1.5.15. Proposal Acceptance

The department reserves the right to accept or reject any or all proposals, in whole or in part received as a result of the RFP; to waive minor irregularities, in any manner necessary; which serves in the best interest of the department.

Proposals should be submitted on the most favorable terms available to the department from a price and technical standpoint. It is understood that proposals will become part of the official file, except for those sections of the proposal that are specifically requested to be kept *confidential* to the department.

1.5.16. Unsuccessful Firms

The department will notify all firms of any award issued as a result of the RFP. Unsuccessful firms will be notified in writing no later than thirty (30) days after the award of a contract to the successful firm.

1.5.17. Department Use of Proposal Ideas

The department has the right to use any or all ideas and concepts presented in any proposal received in response to the RFP unless the firm presents a statement of objection in their proposal. In no event will the department be precluded from the use of ideas, which are not proprietary information of the firm, and so designated in the proposal, or which:

- A. Were known to the department before submission of such proposal or;
- B. Properly became known to the government thereafter, through other sources or through acceptance of the firm's proposal

1.5.18. Disclosure of Data

Proposals submitted in response to the RFP may contain technical data, which the firm or its subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data may be restricted provided that the data is clearly marked. If a contract is awarded to the firm, the department shall have the right to use or disclose the technical data to the extent otherwise provided in the contract. The government does not assume liability for the use or disclosure of unmarked technical data.

1.6. Contractual Conditions

1.6.1. Final Payment and Release of Claims

Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the agreement. Prior to final payment; and as a condition precedent thereto, the firm shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the agreement.

1.6.2. Written Notice of Claims

The firm will, within thirty (30) days, after any claim accrues arising out of, or in connection with the employment provided herein; give written notice to the department of such claim, setting forth in detail all the facts relating thereto and the basis for such claim; and that the firm will not institute any suit or action against the department in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the firm of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

1.6.3. Scope of Agreement

The agreement resulting from the RFP supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retainment of the firm by the department and contains all of the covenants

and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to the agreement acknowledges that no representation, inducements, promises, or agreements; orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which, are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding. Any modification of the agreement will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and the entire agreement, the signature of the Chief of Police of the Guam Police Department, is the only signature that will bind the department.

1.6.4. Responsibility of the Firm

The firm shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The firm shall, without additional cost to the department, correct or revise all errors or deficiencies in his/her work identified during the term of the agreement.

The department's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the agreement or of any cause of action arising out of the firm's failure of performance, and the firm shall be and remain liable to the department for all direct costs which may be incurred by the department as a result of the firm's negligent performance of any of the services performed under the agreement.

1.6.5. Assignment of Agreement

The firm may not assign the agreement, or any sum becoming due to the firm under the provisions of the agreement, without the prior written consent of the department.

1.6.6. General Compliance with Laws

The firm shall be required to comply with all federal and territorial laws and ordinances applicable to work.

1.6.7. Retention and Access to Records and Other Review

The firm, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the department. Each subcontract by the firm pursuant to the agreement shall include a provision containing the conditions of the section.

1.6.8. Ownership of Documents

All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the department including all publication rights and copyright interests, and may be used by the department without any additional cost to the department. All documents that form part of the RFP are the property of the department and cannot be reproduced without the department's authorization.

1.6.9. Indemnity

The firm agrees to save and hold harmless; the department, its officers, agents, representatives, successors, and assigns other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the firm, the firm's officers, agents, servants, or employees under the agreement.

1.6.10. Change Order

The government may at any time, by written order, make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing work under the agreement, or in the time required for the work to be completed, an equitable adjustment shall be negotiated and the agreement shall be modified in writing accordingly.

1.6.11. Severable Provisions

If any provision of the agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

1.6.12. Governing Law

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the Territory of Guam.

1.6.13. Effective Date of Agreement

This agreement shall take effect upon the date it is signed by the Governor of Guam.

1.6.14. Department not Liable

The department assumes no liability for any accident or injury that may occur to the firm, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The department shall not be liable to the firm for any work performed by the firm prior to the approval of the agreement by the Director of the Department of Corrections, and the firm hereby expressly waives any and all claims for service performed in expectation of the agreement prior to its approval by the Director, Department of Corrections.

1.6.15. Nondiscrimination in Employment

The firm agrees: **(A)** not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; **(B)** to include a provision similar to that in *Subsection A* above in any subcontract except a subcontract for standard commercial supplies or raw materials; and **(C)** to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.6.16. Multi-year Contracts Contingent upon Appropriations

If the legislature fails to appropriate funds or if funds are not otherwise made available for continued performance of the agreement for any fiscal year succeeding the first fiscal year, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the department's rights or the firm's rights under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the firm and the government from future performance of the contract, but not from their rights and obligations existing at the time of termination. The firm shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the agreement. The department shall notify the firm as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal year beyond the first fiscal year.

1.6.17. Termination for Default

1.6.17.1. Default

If the firm refuses or fails to perform any of the provisions of any agreement resulting from the RFP with such diligence, as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the Director, Department of Corrections, may notify the firm in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, Department of Corrections, such official may terminate the firm's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Director, Department of Corrections, may procure similar supplies or services in a manner and upon terms deemed appropriate by the Director, Department of Corrections. The firm shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

1.6.17.2. Firm's Duties

Notwithstanding termination of the contract and subject to any directions from the Director, Department of Corrections, the firm shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the firm in which the territory has an interest.

1.6.17.3. Compensation

Payment for completed supplies delivered and accepted by the department shall be at the contract price.

1.6.18. Termination for Convenience of the Department

The performance of work under this contract may be terminated by the department in accordance with this clause in whole, or from time to time, in part; whenever the department shall determine that such termination is in the best interest of the department. The Director, Department of Corrections, shall give

written notice of the termination to the firm specifying the part of the contract terminated and the effective date. The department will pay all reasonable costs associated with this contract that the firm has incurred up to the date of termination and all reasonable costs associated with the termination of the contract. However, the firm shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

1.6.19. Delays and Extension of Time

The department unilaterally may order the firm, in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the department.

The firm agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the work specified in the agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of either the firm or the subcontractor or suppliers.

The firm's access to the Department of Corrections, Adult Correctional Facility, the Hagatna Federal/Local Detention Facility personnel will be as needed. However, the competency/sufficiency of department staff will not be reason for relieving the firm of any responsibility for failing to meet required deadlines or producing non-acceptable deliverables.

1.6.20. Suspension of Work

If at any time during the term or the agreement, the department determines that the best interests of the government would be served by temporarily suspending the development of the Facilities Master Plan, the department shall provide the firm with a written notice to that effect. The firm shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked.

The intent of this clause is to provide the government with a right to suspend development of the master plan in the event that a significant deficiency is discovered and to hold the progress of the master plan development in suspense pending a cure satisfactory to the department of any such deficiency. All payments shall also be suspended pending the cure of such deficiency satisfactory to the department.

1.6.21. Disclaimer

All statistical and fiscal information contained in the RFP, and any appendices or attachments of this contract reflect the information available to the government at the time of preparation of the above-cited documents. The government does not warrant the accuracy of any such information and shall not be liable for any errors or the results of errors, which may be discovered, at any time, to exist in those statements.

1.6.22. Status of the Firm

The firm and its agents and employees are independent contractors performing professional services for the department and are not employees of the department. The firm and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the department as a result of the agreement.

1.6.23. Payment of Taxes

The firm shall agree that the responsibility for payment of taxes from the funds received by him under this contract shall be the firm's obligation and shall be identified under the firm's actual Federal Government Tax Identification Number(s).

1.6.24. Compliance with Immigration Reform and Control Clause

The firm will verify identity and work authorization of employees assigned to the project who are hired after November 6, 1986 and of any persons newly hired and assigned to the project within three (3) days of hire.

1.6.25. Omissions

In the event that the department or the firm discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and the department and the firm shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

1.6.26. Approvals Required

The department has the right to review any response that is selected as the successful proposal prior to execution of the contract. Contract awards, if any, resulting from the RFP are subject to appropriate Government of Guam departmental and agency approvals.

1.6.27. Prime Firm Responsibility

The contract that results from the RFP will specify that the prime firm is solely responsible for fulfillment of the contract with the department.

1.6.28. Subcontractors

Use of subcontractors shall be clearly explained in the proposal. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included. The selected firm, as Prime Firm, will be responsible for contract performance whether or not subcontractors are used. The firm shall not subcontract or assign all or any part of the services to be provided under the contract to any third party without the prior written consent of the department.

1.6.29. Products and Services: Copyright

The firm must warrant that all products and services delivered under the agreement will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of third party. In the event of a claim by any third party against the department, the department shall promptly notify the firm and the firm shall defend such claim in the department's name, but at the firm's expense, and shall indemnify and hold harmless the department against

any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

1.6.30. Warranty of Removal of Conflict of Interest

The firm must warrant that it has no interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the contract.

1.6.31. Order of Precedence

The RFP and the successful firm's proposal will be made part of any resultant contract and will be incorporated in the contract as if set forth verbatim. In the event of a contradiction between the provisions of the documents comprising this contract, the contradiction shall be resolved by giving precedence in the following order:

- A. Provisions of the Contract (as it may be amended);
- B. Provision of the RFP (as it may be amended);
- C. Provisions of the Proposal (as it may be clarified or amended).

1.6.32. Liability

The firm assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at the firm's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee.

1.6.33. System Code and Documentation Ownership

All system code and documentation required or produced, and created or customized by the firm, their employees, or subcontractors as a result of the services rendered under the agreement arising from the RFP will become property of the department. Ownership rights will recognize and provide that all agencies of the government reserve royalty-free, non-exclusive, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

1.6.34. Right to Publish

Throughout the term of the agreement, the firm shall secure the department's written approval prior to the release of any information, whatsoever which pertains to work activities covered by the agreement.

1.6.35. Confidentiality

All material and information provided to the firm by the department or acquired by the firm in performance of the contract, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by the firm to safeguard the confidentiality of such material or information in conformance with federal and government statutes and regulations. The firm agrees not to release any information provided without the express written consent of the department. Such consent will be given only for purposes that will enable the firm to discharge its

responsibilities hereunder. All access to tax data will be subject to disclosure authorization

1.6.36. Savings

The department and the firm will acknowledge the possibility that substantial changes in federal regulations applicable to the contract could occur and will expressly agree to re-negotiate the contract as necessary to comply with such changes.

1.6.37. Licensure

The firm shall be fully licensed to do business in the Territory of Guam prior to the execution of the contract resulting from the RFP.

1.6.38. Approval of Firm Personnel

The firm certifies that the personnel identified in its response to the RFP are the persons actually assigned to the project. Any additions, deletions, or changes in personnel designated as key personnel in the firm's proposal must be submitted to the department, with the exception of personnel who have terminated employment. Replacements for personnel are subject to the approval by the department. The department reserves the right to request replacement of any individual working under this contract.

1.6.39. Deduction of Damages from Payments

Amounts due to the department as liquidated damages may be deducted by the department from any money payable to the firm pursuant to this contract. The department shall notify the firm in writing of any claim for liquidated damages pursuant to this provision at least thirty (30) days prior to the date the department deducts such sums from money payable to *the firm*.

1.6.40. Review and Approval of Deliverables

The review and approval of all completed work (also referred to as "deliverables") will be undertaken by the staff of the department or its designated agents. All completed work must be in conformance with the requirements set forth in this document. The department staff or its designated agents will review all work after it is completed and submitted by the firm in accordance with the following:

- A. Completed deliverables and all supporting documentation shall be submitted for review and approval.
- B. The department staff shall determine whether or not the deliverables meet the agreed specifications of the agreement; and whether or not the deliverables meet the agreed specifications of the agreement; and whether or not all time and date requirements have been met.
- C. If the deliverables are accepted by the department, the firm will be so notified in writing through a "Notice of Acceptance" letter.
- D. If any deliverable or any portion of a deliverable is not acceptable, the department shall notify the firm in writing of their deficiency(ies).

- E. If any deliverable is determined to be unacceptable, the department may exercise its rights under the Termination for Default Provision of the agreement. If the firm is permitted to alleviate the deficiency(ies), it will have ten (10) working days from the date of receipt of written notification from the department to bring the deliverable into compliance with the requirements of the agreement.

1.6.41. Terms of Payment

Firms must propose a deliverable-based payment schedule for each fiscal year of the contract. All work proposed for that fiscal year shall be completed by September 30 of the said fiscal year. Five percent (5%) of all payments due under the negotiated payment terms will be withheld until such time as the systems have been accepted by department for that fiscal year.

1.6.42. Invoices

Invoices shall be submitted to:

Department of Corrections
P.O. Box 3236
Hagatna, Guam 96932

Physical Address:
Department of Corrections
Director's Office
#1 Mashburn Lane Dairy Road
Mangilao, Guam 96913

Telephone: (671) 734-4034
Fax no.: (671) 734-4051

Invoices shall contain the following information:

- A. Firm's name and date of invoice.
- B. Contract no. or other authorization, for the delivery of products or services.
- C. A detailed description and price of products and services actually delivered.
- D. The name, title, phone number, and complete mailing address of the official and office where payment is to be sent.
- E. Firm's Federal Tax Identification Number.

Failure to provide the above information may result in the department withholding payment.

1.7. Liquidated Damages / Performance Bond

The following provisions regarding Liquidated Damages must be included in any agreement resulting from the RFP:

1.7.1. Contract Performance Requirements

The firm will be required to incorporate all applicable project mandatory requirements of the RFP into the agreement.

1.7.2. Liquidated Damages – Failure to Meet Performance Requirements

When the firm is given notice of delay or nonperformance as specified in Section 1.6.17 (Termination for Default) of the agreement and fails to cure in the time specified, the firm shall be liable for damages of delay in the amount of one-fourth (1/4) of one percent (1%) of the outstanding order per calendar day from the date set for cure until either the government reasonably obtains similar supplies or services if the firm is terminated for default, or until the firm provides the supplies or services if the firm is not terminated for default. To the extent that the firm's delay or nonperformance is excused under Section 1.6.19 (Delays and Extension of Time) of the agreement, liquidated damages shall not be due to the department. The firm remains liable for damages caused other than by delay.

1.7.3. No Performance Bond shall be Required for the Procurement

Firms should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected firm accountable and liable for completion of all proposed work.

Evaluation and Selection Procedures

2.1. Selection Panel

A selection panel consisting of the members from the Department of Corrections may request additional technical assistance from other sources, which could assist in reviewing (not evaluating) the responses for completeness and compliance with requirements. The Director, Department of Corrections, may make changes to the selection panel.

2.2. Qualifying Proposals

The selection panel will first review each proposal for compliance with required proposal mandatory features. Each mandatory feature must be addressed in the proposal and agreed to by the firm. The mandatory features are:

- Delivery of one (1) original and five (5) copies each of the proposal;
- Proposal is signed by an authorized individual to bind firm;
- Proposal is valid for one-hundred twenty (120) days;
- The proposal is presented in the required format;
- Compliance with Disclosure of Major Shareholders provision;
- Contract Conditions have been agreed to;
- Compliance with US DOL wage determination;
- Compliance with Non-Collusion Affidavit;
- Special Provisions Sex Offenders.

Failure to comply with these mandatory requirements will disqualify a firm's proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived by the selection panel whenever it is determined to be in the department's best interest.

2.3. Evaluation

All proposals found to be in compliance with the mandatory requirements of the RFP will be subject to an evaluation based primarily on technical merits. The following criteria will be used to evaluate each proposal:

#	Evaluating Items	Points
1	The plan for performing the required services.	30
2	Firm Qualifications Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.	25
3	Personnel The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.	25
4	A record of past performance of similar work.	20
	TOTAL POINTS	100

During the evaluation process, the Department's selection panel reserve the right, where it may serve the department's best interest, to hold discussions with firms, to request additional information, to clarify pertinent items, or to allow corrections of errors or omissions.

2.4. Final Award

It is anticipated that the selection of a firm will be completed no later than 5:00 p.m., September 1, 2017. Following the notification of the selected firm, it is expected a purchase order will be executed by General Services Agency upon the successful negotiation of the terms of the proposal between the Department of Corrections and the successful offeror.

Information Required in Proposals

3.1. QUALIFICATION REQUIREMENTS

This RFP is seeking an experienced and qualified vendor to assist the Department of Corrections in the establishment of a written comprehensive DOC Facilities Master Plan that takes into consideration the current state of the Department of Corrections Director's Office, the Adult Correctional Facility in Mangilao, and the Hagatna Federal/Local Detention facilities.

The vendor must submit documentation that evidences the vendor's ability and experience in having developed:

- a. a multi-phased design and implementation plan for a Facilities Master Plan of similar or larger size; and
- b. a plan to ensure programmatic and fiscal compliance for federally funded projects.

The vendor must submit documentation that evidences that the vendor, through its employees or partners, has the education and experience required to perform the work of the project to include:

- a. Project management
- b. Technical management
- c. Public relations
- d. Demonstrated education and experience in the evaluation, analysis, planning and implementation of a Facilities Master Plan.
- e. Knowledge and compliance with applicable federal and Guam laws and regulations
- f. Formative and Summative Evaluation

The vendor must submit documentation that evidences that the vendor, through its employees or partners, has work and/or project history for at least four (4) projects of similar size and scope.

The firm(s) must submit, in writing, at least three (3) references. In order for references to be considered, the reference must be legally registered (or if an individual, must be a U.S. citizen), have updated contact information, and be able to verbally answer questions and, if required, to also submit written responses to the same that validates the firm (or individual's) work and/or project history projects of similar size and scope.

3.2. Specific Areas of Concern

The specific areas of concerns to the department, which must be addressed in the proposal, are:

- A) A detailed summary of all costs for the submitted proposal.

- B) A Statement of Work detailing all tasks necessary for the completion of the project. Each task shall have vendor responsibilities, client responsibilities, and suggested completion criteria for the individual tasks. The Statement of Work should also contain an Acceptance Test Plan.
- C) A Project Schedule with all tasks listed. Tasks should have an estimated duration (based on a five-day work week, Monday thru Friday) and predecessors listed. DOC should be identified as a resource in the Project Schedule. All tasks assigned to DOC should be clearly identified in the Project Schedule.
- D) Contracting document.

3.2.1. Minimum Information Required

- A) Information should include as a minimum; the name of the firm, the location of the firm's principal place of business, and, if different, the place of the performance of the services;
- B) The firm's business age and average number of employees over a previous period of time, as deemed relevant by the Procurement Officer;
- C) The abilities, qualifications, and capabilities of the firm to provide the services should be presented;
- D) A listing of other services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, must indicate if service(s) was customization or package;
- E) A list of current employees, their educational background, and a list of their experiences directly related to a facilities master plan consultation services, who will be assigned to the project;
- F) Provide a list of offerors, contact person names, and phone numbers of the firms that have been provided consultation services. This information is needed for the department to do background review.

3.3. Format of Proposals

The proposal should be presented in a clear and precise manner. The proposal should primarily address the technical aspects of the RFP. The format below will be followed:

- Section 1: Executive Summary of the Proposal
- Section 2: Company Profile and Qualifications
- Section 3: Project Plan
- Section 4: Cost Schedule – See NOTE

NOTE: *Section 5 (Cost Schedule) should not be submitted until such time as it is requested for cost negotiations.*

Specification Requirements

4.1. OVERVIEW AND PURPOSE

This request for proposal (RFP) is seeking an experienced and qualified vendor for consulting services to assist the Department of Corrections (DOC) in establishing a written DOC Facilities Master Plan that takes into consideration the current building requirements and existing needs of the Department as well as future plans for growth in the population of Inmates and Detainees.

Scope of Project

5.1. Planning

The successful vendor will research and produce a written report that will include an assessment of the operation, coverage and functionality of the current Department of Corrections facilities, including input from the department's heavy users within the respective GovGuam agencies. This research and written report must include, but may not necessarily be limited to, an assessment of the condition of the current DOC facilities including infrastructure, buildings and grounds.

5.1.2. DOC Facilities Master Plan

The vendor will assist the Department of Corrections in the preparation and establishment of a written comprehensive DOC Facilities Master Plan incorporating the building requirements of the existing needs of the Department of Corrections as well as plans for future growth in the Inmate and Detainee population, rehabilitation, reintegration and prison industries activities.

The vendor shall also include in the plan, an analysis and written set of recommendations on the opportunities to improve the current facilities.

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

GOOD STANDING AFFIDAVIT

**Reference: RFP / DOC-2017-001
Technical Consulting Services
For the Preparation and Establishment of
A Comprehensive Facilities Master Plan**

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

) SS.

)

_____, being first duly sworn, deposes and says: That he/she is _____ (a partner or Officer of firm of, etc.) of the party making the foregoing proposal _____ (identify by Proposal Title and brief description) and represents and warrants that it is duly registered and in good standing under the laws of Guam (Department of Revenue and Taxation, Guam Contractors Board and the Department of Labor (Wage & Hour).

Signature of individual if proposer is a sole Proprietorship; Partner, if the proposer is a Partnership; Officer, if the proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015.

Notary Public
In and for the Territory of Guam
My Commission Expires: _____

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

SPECIAL PROVISIONS

**Restriction against Sex Offenders Employed by Service Providers
to Government of Guam from Working on Government Property**

**Reference: RFP / DOC-2017-001
Technical Consulting Services for
The Preparation and Establishment of
A Comprehensive Facilities Master Plan**

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 (24) 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 (24) 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 (24) 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.

Signature of Offeror

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation

Date