



GUAM POWER AUTHORITY  
 ATURIDAT ILEKTRESEDAT GUAHAN

JOSEPH T. DUENAS  
 Chairman

P.O. BOX 2977 \* AGANA, GUAM U.S.A. 96932-2977

JOHN M. BENAVENTE, P.E.  
 General Manager

Telephone Nos.: (671) 648-3054/55 or Facsimile (671) 648-3165

Accountability · Impartiality · Competence · Openness · Value

REQUEST FOR PROPOSAL: GPA-RFP-18-013

DESCRIPTION: DNP3 Secure Authentication Services

**SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS**

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in their technical proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD, and/or USB Flashdrive at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
- [XX] AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS;
- [XX] NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- [XX] ETHICAL STANDARDS AFFIDAVIT;
- [XX] WAGE DETERMINATION AFFIDAVIT;
- [XX] RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
- [XX] NON-COLLUSION AFFIDAVIT;

\*Note: The above Affidavits must comply with the following requirements;

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

[XX] OTHERS: A Guam Business License is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Offerors MUST comply with PL 26-111 dated June 8, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act ([www.wdol.gov](http://www.wdol.gov)). Additionally, upon award the successful firm/individual must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

\*\*\*Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property, 5GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:

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

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

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

\_\_\_\_\_  
 Individual/Firm Representative's Signature

# GUAM POWER AUTHORITY



## REQUEST FOR PROPOSAL GPA- RFP-18-013

FOR

### DNP3 Secure Authentication Services

A handwritten signature in blue ink, appearing to read "Jennifer Sablan".

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JENNIFER G. SABLAN, P.E.  
SPORD Manager

A handwritten signature in black ink, appearing to read "John J. Cruz, Jr.".

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JOHN J. CRUZ, JR, P.E.  
Assistant General Manager Engineering and Technical Services

A handwritten signature in black ink, appearing to read "John M. Benavente".

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JOHN M. BENAVENTE, P.E.  
General Manager



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## REQUEST FOR PROPOSAL

**GPA-RFP-18-013**

**FOR**

**“DNP3 Secure Authentication Services”**

The Guam Power Authority (GPA) is soliciting proposals from interested and qualified individuals or firms to provide DNP3 Secure Authentication Services.

Request for Proposal (RFP) packages may be obtained at the, GPA Procurement Office located at 688 Route 15 Gloria B. Nelson Public Service Building, Mangilao, Guam 96913 anytime from Monday through Friday (excluding holidays) between 8:00 a.m. and 5:00 p.m.

Deadline for submission of all proposals is **September 14, 2018 at 4:00 P.M.** at the GPA Procurement Office and will be received in accordance with Section 3-207 of the Guam Procurement Regulations. All proposals must be submitted to the attention of the Procurement Manager.



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## **1 INSTRUCTIONS TO OFFEROR**

### **1.1 DEFINITIONS**

**OFFEROR:** The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.

**OWNER:** The Guam Power Authority (GPA) General Manager or designated representative.

**ADDENDA:** Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and technical specifications, clarifying the meaning of the same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications.

### **1.2 PROPOSALS**

The OFFEROR is required to read each and every page of the Request for Proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case, will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening.

Proposals shall be filled out in ink or typewritten and signed in black ink. Erasures or other changes in a proposal must be explained or noted over the signature of the OFFEROR. Proposals containing any conditions, omission, unexplained erasure or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by the Guam Power Authority as being incomplete.

### **1.3 PROPRIETARY PORTIONS OF PROPOSALS**

The OFFEROR may designate any proprietary portions of the proposal which contain trade secrets or other proprietary data to remain confidential.

### **1.4 PREPARATION AND SUBMISSION OF PROPOSALS**

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the OFFEROR, the Proposal Number and the time and date of submission. Telegraphic proposals will not be considered, nor modification by telegraph of proposals already submitted.

Only non-priced proposals are to be submitted by the proposal deadline. Priced proposals will be requested of the selected vendor or vendors at a later time.

Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

All submittals must strictly conform to the Request for Proposal and any addenda.



One (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy of each proposal, consisting of technical and commercial sections, must be submitted, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc.) that will assist towards OFFEROR's evaluation may be furnished with each proposal.

No submittal shall be considered complete unless accompanied by all items specified in these submittal instructions.

**Request for Proposal No.: GPA-RFP-18-013 must be submitted before 4:00 P.M., September 14, 2018, in a sealed envelope indicating the RFP number and addressed as follows:**

**To: Guam Power Authority  
GPA Procurement Office  
Gloria B. Nelson Public Service Building  
688 Route 15  
1<sup>st</sup>. Floor, Room 101  
Fadian, GU 96913**

**Attn: Jamie L.C. Pangelinan  
Supply Management Administrator**

Examination of RFP Documents: OFFEROR shall examine the RFP documents to inform himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Interpretation of the Approximate Quantities: OFFEROR's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on the technical requirements section or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

Familiarity with Laws: OFFEROR is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him/her from responsibility. The preparation and submission of a proposal will be by and at the expense of the OFFEROR.

## 1.5 EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority requesting for interpretation. OFFERORS should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an



amendment to the specifications, which will be forwarded to all prospective OFFERORS, and its receipt by the OFFEROR should be acknowledged on the proposal form.

## 1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for

Proposal, the OFFEROR must promptly notify GPA in writing no later than (4) four working days prior to the closing date of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

## 1.7 ALTERNATE PROPOSALS

GPA reserves the right to withhold its approval of any or all alternates proposed by OFFERORS and to deny any or all requests for such approvals.

## 1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

An OFFEROR may modify or withdraw its proposal by written request, provided that the request is received by GPA at the address indicated and prior to the time specified for the submission of proposals. Any proposals or submittals received after the time and date set for receipt of proposals or submittals will be considered late. No late modification or withdrawal will be considered unless received before the date of opening. Following withdrawal of its proposal, an OFFEROR may submit a new proposal, provided the new proposal is received by GPA prior to the time specified for the submission of proposals. There shall be no modifications or withdrawals after the opening date.

GPA may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously to all OFFERORS.

Any addenda issued will be mailed to all OFFERORS in duplicate. OFFEROR shall acknowledge receipt of same by his signature on copy, which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgement may also be made in writing or by telex or telegram.

Negligence on the part of the OFFEROR in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.





## 1.9 COMPLETE PROPOSALS

OFFERORS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any OFFEROR. GPA may, in its sole discretion, request from OFFERORS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening.

Completion Date: OFFEROR shall realize that satisfactory completion of this work within the period shown on the Contract form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

## 1.10 POST-PROPOSAL MEETING

After the receipt of proposals, GPA may request additional information over the telephone or in individual meetings with selected OFFERORS to clarify and discuss their proposals. Failure by an OFFEROR to attend such requested meeting(s) shall be cause for disqualification.

GPA reserves the right to request clarifications from only those OFFERORS whom it deems in its best interest.

All clarifications shall be documented by OFFERORS as addenda to the submittals.

## 1.11 PROPOSAL INCONSISTENCIES

Any provisions in the proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates, are deemed waived by the OFFERORS. In the event the proposal is awarded to OFFEROR, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by GPA.

## 1.12 SUBCONSULTANT

If the OFFEROR plans to enter into contracts with subCONSULTANTS in order to complete this project, the identification and location of the possible subCONSULTANTS with a comprehensive description of their offering shall be submitted with the proposal. GPA reserves the right to disapprove any subCONSULTANT, or a subCONSULTANT's offering proposed by the OFFEROR. This right applies to the original submittal as well as submittals subsequent to the original proposal.



### 1.13 SUBMITTAL FORMAT

All responses to this subject RFP shall be written in the ENGLISH language.

The submittal information shall be in 8-1/2 inch by 11-inch report binders with the covers identifying the respective OFFEROR. Large sheets or drawings shall be bound in the binder so that they can be unfolded for easy review.

### 1.14 SIGNATURE

The proposals shall be signed by an official authorized to contractually bind the OFFEROR. The proposal shall also provide the following information:

Signature on Proposal: OFFEROR must sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the State or Territory under the laws of which the corporation was chartered, also the names and business address of its president, secretary and treasurer.

### 1.15 INQUIRIES

Prospective OFFERORS should address inquiries, questions or clarifications in writing to:

John M. Benavente, P.E.  
General Manager  
Guam Power Authority  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913

Attn: Jamie L.C. Pangelinan  
Supply Management Administrator  
GPA Procurement Division  
1<sup>st</sup>. Floor, Room 101  
Telephone No: (671) 648-3054/3055  
Facsimile: (671) 648-3165  
Email: [jpangelinan@gpagwa.com](mailto:jpangelinan@gpagwa.com)

**Note:** Cut-Off Date for Receipt of Questions shall be 4:00 P.M., August 30, 2018. Inquiries received after the deadline shall not be entertained



## 2 GENERAL TERMS AND CONDITIONS

### 2.1 AUTHORITY

This Request for Proposals (RFP) solicitation is issued subject to all of the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulations (copies are available for inspection at the Guam Power Authority). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

### 2.2 GENERAL INTENTION

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the OFFEROR to provide the Guam Power Authority with specified services.

### 2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, the Agency/Department shall be guided by the following:

- A. The ability, capacity and skill of the OFFEROR to perform the work specified.
- B. Whether the OFFEROR can perform promptly or within the specified time.
- C. The quality of performance of the OFFEROR with regard to awards previously made to him.
- D. The previous and existing compliance by the OFFEROR with laws and regulations relative to procurement.

### 2.4 AWARD OR REJECTION OF PROPOSALS

The right is reserved as the interest of the Guam Power Authority may require waiving any minor informalities or irregularities in proposals received. The Guam Power Authority reserves the right and shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Guam Power Authority to award proposals to OFFERORS duly authorized and licensed to conduct business in Guam.

GPA reserves the right to award a Contract for the entire RFP scope or for subsets of the RFP scope to one, none, or any OFFERORS.

Proposals will be opened privately, and GPA reserves the right to keep any or all proposals confidential.

- A. Cancellation of Solicitation, Delays: GPA reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in whole or in part at any time prior to the final award. The reasons for the cancellation, delay or rejection shall be made a part of the project file and shall be available for public inspection.



After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in the Territory's best interest for reasons including but not limited to:

- 1) The supplies and services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to the Territory;
- 4) Price(s) exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected OFFEROR and GPA to successfully negotiate contract terms for the scope of services requested.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS. The reasons for cancellation or rejection shall be made a part of the project file and shall be available for public inspection.

B. Rejection of Individual Proposal or Submittal: Any individual proposal or submittal may be rejected in whole or in part when in the best interest of the Authority. Reasons for rejecting a proposal or submittal include but are not limited to:

- 1) OFFEROR is not responsive;
- 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
- 3) The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;
- 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful OFFERORS shall be advised of the reasons for rejection.

Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work.

## 2.5 EXECUTION OF THE ORDER

The OFFEROR to whom the Order is awarded (the "successful OFFEROR") shall execute and deliver to GPA the Contract prior to performing any services on GPA premises. A written notice will be issued to the most successful OFFEROR indicating commencement of the project.

Award of Contract: The award of the Contract, if awarded, will be to the most responsive OFFEROR whose qualifications indicate that award thereto will be in the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and the OWNER is satisfied that the OFFEROR is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project scope or for any combination of project scope.



Execution of Contract: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with OWNER, and return it to OWNER within ten (10) days after date of award.

Failure to Execute Contract: Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified OFFEROR or the work re-advertised, as OWNER may elect.

## 2.6 MODIFICATION / ALTERATION

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the OFFEROR who has submitted a proposal reasonably susceptible of being selected for award with the purpose of clarification to assure full understanding and responsiveness to the Proposal requirements. OFFERORS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing OFFERORS.

## 2.7 CONTACT FOR CONTRACT ADMINISTRATION

If your firm receives a contract as a result of this Proposal, designate a person whom we may contact for prompt administration, showing:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## 2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

The Guam Power Authority reserves the right to secure from OFFERORS information necessary to determine whether or not they are responsible and to determine their responsibility in accordance with Section 2.3 of the General Terms and Conditions.

## 2.9 LIMITATIONS

This RFP does not commit the Guam Power Authority to award a contract, to pay any costs incurred in the preparation of a proposal by the OFFEROR under this request, or to procure a contract for services. The Guam Power Authority reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.



## 2.10 ACCEPTANCE OF PROPOSAL CONTENTS

The contents of the Proposal of the successful firm will become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations will result in a disqualification of the Proposal.

## 2.11 CONTROL

The successful OFFEROR will carry out this assignment under the direction and control of the Guam Power Authority and/or his/her designee(s).

## 2.12 REQUIRED FORMS

All OFFERORS are required to submit current affidavits, as required below. Failure to do so will mean disqualification and rejection of the proposal.

- A. Major Shareholders Disclosure Affidavit
- B. Non-Collusion Affidavit
- C. No Gratuities or Kickbacks Affidavit
- D. Ethical Standards Affidavit
- E. Declaration Re-Compliance with U.S. DOL Wage Determination
- F. Restriction Against Convicted Sex Offenders

## 2.13 CONTRACT TERM

GPA and the CONSULTANT agree this CONTRACT will be for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional 1 year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

## 2.14 JUSTIFICATION OF DELAY

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay.

Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

## 2.15 INVOICING AND PAYMENT TERMS & CONDITIONS



All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings, etc.). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittals. All invoices will be paid net 30 days from the date the invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the successful OFFEROR.

## 2.16 TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. The Guam Power Authority shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

GPA is a government agency exempted from all government taxes as stipulated in the Guam Code Annotated.

## 2.17 LICENSING

OFFERORS are reminded that the Guam Power Authority will not consider for award any offer submitted by an OFFEROR who has not complied with the Guam Licensing Law by the time of contract signing. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

## 2.18 COVENANT AGAINST CONTINGENT FEES

The OFFEROR warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the CONSULTANT, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by CONSULTANTS upon contracts or sales secured or made

through, bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business.

## 2.19 ASSIGNMENTS

CONSULTANT may not assign this CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of the Guam Power Authority.

## 2.20 EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the OFFEROR not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The OFFEROR will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.



## 2.21 AMERICAN DISABILITIES ACT

If requested, the OFFEROR must meet all ADA regulations and requirements.

## 2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY

All OFFERORS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

Pursuant to GCA 5 section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that Guam Public Law Title 5 §5630. Gratuities and Kickbacks, prohibits against gratuities, kickbacks, and favors to the Territory.

## 2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

All OFFERORS are required to submit a current Restriction against Sex Offenders Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONSULTANT 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 CONSULTANT 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.

## 2.24 MAJOR SHAREHOLDERS DISCLOSURE AND NON-COLLUSION

All OFFERORS are required to submit a current Major Shareholders Disclosure Affidavit as required below. Failure to do so will mean disqualification and rejection of the proposal.

5 GCA §5233 (Title 5, Section 5233) states:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, 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 bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203©. With the exception of not for profit organizations, 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 the bid or offer 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. If the affidavit is a copy, indicate the RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the proposals are due.

## **2.25 NON-COLLUSION**

All OFFERORS are required to submit a current Non-Collusion Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

## **2.26 ETHICAL STANDARDS**

All OFFERORS are required to submit a current Ethical Standards Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

## **2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

All OFFERORS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection of the proposal.



### 3 FORM OF CONTRACT

The Contract attached to this solicitation is in draft format. Any inquiries, clarifications or recommendations to the contract should be brought up by Proponents to GPA by formally submitting an inquiry following the guidelines specified under Section 1.0: Instructions to Bidders.



## CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, hereinafter called the INDIVIDUAL OR FIRM, and the Guam Power Authority, hereinafter called GPA.

GPA engages the Individual or Firm to perform professional services for a project known and described as "DNP3 Secure Authentication Services", GPA-RFP-18-013, hereinafter called the "Project".

### RECITALS

WHEREAS, the Guam Power Authority (GPA), is a public corporation of the Government of Guam authorized to conduct its own procurement; and

WHEREAS, the GPA strategic plan contains initiatives to create a culture based on customer services excellence at the Authority; and

WHEREAS, GPA seeks to enter into a contract for **DNP3 Secure Authentication Services** with a Consultant wherein such services can be provided to the Authority for the benefit of its customers; and

WHEREAS, the services to be rendered are of a special and temporary nature and are determined to be in the best public interest to be performed under contract by technical personnel other than employees in the services of GPA; and

NOW, THEREFORE, the Guam Power Authority and the Consultant for the considerations set forth, agree as follows:

### SECTION I - SERVICES OF THE CONSULTANT

The Individual or Firm shall perform the following professional services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:

- A. The Individual or Firm shall provide services as described in the detailed scope of work provided in the Scope of work in GPA-RFP-18-013.
- B. The Individual or Firm has assigned \_\_\_\_\_ as the Project Manager for this Contract. Prior written approval is required in the event the Individual or Firm needs to change the Project Manager. The Individual or Firm shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The Individual or Firm shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

### SECTION II - PERIOD OF SERVICE

GPA and the Individual or Firm agree this CONTRACT will be effective commencing \_\_\_\_\_ for a base contract period of three (3) years or until all tasks in Exhibit A are completed, whichever is less, from the date of award of the contract with an option to extend the contract for two additional one-year periods, not to exceed a total contract period of five (5) years, subject to the availability of funds, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding.

### SECTION III - CONSULTANT'S COMPENSATION

- A. The total compensation to Individual or Firm for services in this CONTRACT is the lump sum of \_\_\_\_\_, plus approved adjustments.



B. GPA shall pay the Individual or Firm using a method mutually agreed upon by GPA and the successful Offeror.

The method of payment for this CONTRACT is to be negotiated. Payment options are lump sum, time and materials, or not to exceed payment.

GPA shall pay the CONSULTANT installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments shall be made as specified in SECTION VI.

#### **SECTION IV - CONSULTANT'S STATUS**

Consultant agrees that there shall be no employee benefits occurring from this Agreement, such as:

- A. Insurance coverage provided by GPA;
- B. Participation in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;
- D. There shall be no withholding of taxes by GPA;
- E. That it is expressly understood and agreed that, in the performance of services under this Agreement, Individual or Firm and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

#### **SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES**

- A. GPA shall designate a Project Manager during the term of this CONTRACT. The Project Manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the Project Manager.
- B. GPA shall review submittals by the Individual or Firm and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the Individual or Firm work. GPA will keep the Individual or Firm advised concerning the progress of GPA's review of the work. The Individual or Firm agrees that GPA's inspection, review, acceptance or approval of Individual or Firm work shall not relieve Individual or Firm responsibility for errors or omissions of the Individual or Firm or its sub-consultant(s).

#### **SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS**

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by GPA Project Manager prior to invoice submittal for charges. All invoices will be paid NET 30 Days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the Individual or Firm.

#### **SECTION VII - TERMINATION**

GPA, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the Individual or Firm, upon thirty (30) days written notice delivered to CONSULTANT personally, via email, or by certified mail at the address provided.



Immediately after receiving such notice, the Individual or Firm shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The Individual or Firm shall appraise the services it has completed and submit an appraisal to GPA for evaluation. GPA shall have the right to inspect the Individual or Firm work to appraise the services completed.

In the event of such termination or abandonment, the Individual or Firm shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

GPA shall make final payment within thirty (30) days after the Individual or Firm has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this Individual or Firm is terminated, GPA shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

### **SECTION VIII - CHANGES**

GPA may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Agreement shall be modified in writing accordingly.

### **SECTION IX - ASSIGNMENT OF AGREEMENT**

Individual or Firm may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, without the prior written consent of GPA.

### **SECTION X - FORCE MAJEURE**

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Agreement due to a force majeure.

### **SECTION XI - TAXES**

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Guam Power Authority shall have no tax liability under this contract. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

GPA is a government agency exempted from ALL government taxes as stipulated in the Guam Code Annotated.

### **SECTION XII – NOTICES**

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

TO:	Name and Address
COPY:	If applicable, Name and address
FAX:	Fax number

TO:	Guam Power Authority P.O. Box 2977
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Hagatna, Guam 96932-2977  
ATTN: General Manager  
FAX: (671) 648-3165

### **SECTION XIII – GOVERNING LAW**

The validity of this Agreement and 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 Guam.

### **SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS**

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

### **SECTION XV – INDEMNIFICATION**

The Individual or Firm shall indemnify and hold GPA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the Individual or Firm provides.

### **SECTION XVI – DISPUTES**

All controversies between GPA and the Individual or Firm which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

### **SECTION XVII – RELEASE OF INFORMATION**

The Individual or Firm shall not release any information, including the contract price; concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

### **SECTION XVIII – INSURANCE**

The Individual or Firm shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The Individual or Firm shall maintain all insurance required during the course of the work.

### **SECTION XIX - LICENSING**

The CONSULTANTS are reminded that GPA will not consider for award any offer submitted by a CONSULTANT who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

### **SECTION XX – COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the CONSULTANT, or in its discretion, to deduct from the Contract price or consideration the amount of such



commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by CONSULTANTS upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business.

#### **SECTION XXI – EQUAL EMPLOYMENT OPPORTUNITY**

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the CONSULTANT not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

#### **SECTION XXII – AMERICAN DISABILITIES ACT**

If requested, the CONSULTANT must meet all ADA regulations and requirements.

#### **SECTION XXIII – PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY**

GCA 5 §5630(c) prohibits the CONSULTANT against gratuities, kickbacks, and favors to the Territory.

#### **SECTION XXIV – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES**

GCA 5 §5253(b) restricts the CONSULTANT against employing convicted sex offenders from working at Government of Guam venues. It states: (b) All contracts for services to agencies listed herein shall include the following provisions:

(1) warranties that no person providing services on behalf of the CONSULTANT 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 CONSULTANT 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.



IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this \_\_\_\_\_ day \_\_\_\_\_, 2018. The Individual or Firm warrants that the person who is signing this CONTRACT on behalf of the Individual or Firm is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

\_\_\_\_\_  
Offeror  
Title  
Company Name  
Federal I.D. No. /Social Security No.

\_\_\_\_\_  
JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER  
GUAM POWER AUTHORITY

APPROVED AS TO FORM:

\_\_\_\_\_  
D. GRAHAM BOTHA, ESQ.  
STAFF ATTORNEY  
GUAM POWER AUTHORITY

\_\_\_\_\_  
DATE





## 4 SCOPE OF WORK

### 4.1. General RF Scope

In general, the Scope of this RFP seeks Physical Security Services to:

- Provide materials and equipment and set up a RTU Protocol Training Lab for onsite training at the GPWA Gloria B. Nelson Public Service Building located at 688 Route 15 Fadian, Mangilao, Guam
- GPWA Staff Training
  - Train GPWA Staff on the DNP3 protocol including DNP3 Secure Authentication version 5
  - Train GPWA Staff on the ModBus protocol
  - Train GPWA Staff on the use of the ASE2000 Version 2 Communication Test set
    - Monitor Mode
    - RTU Mode
    - Master Station Mode
    - All Other Features
  - Train GPWA staff to configure DNP3, DNP3 SAV5, and ModBus on the following equipment/systems:
    - D20 RTU
    - SCADAPack E RTU
    - OSIRIS RTU
    - SEL Axion-2240.
- Upgrade GPWA D20/D200 RTUS to enable them to support DNP3 Secure Authentication Version 5 communications
- Convert GPWA D20/D200 RTUs from legacy DNP3 serial communications to DNP3 Secure Authentication Version 5 communications over GPWA's Operational Technology WAN
- Assist GPWA in point-to-point testing of GPWA RTUs converted to DNP3 Secure Authentication
- Provide Cyber Security consulting services for optimizing the use of DNP3 Secure Authentication.

Proponent must describe in detail its experience in delivering this scope of work.

### 4.2. Definitions

The following definitions apply to this RFP.

#### 4.2.1. General Definitions

- 4.2.1.1. Proponent  
Firms participating in this RFP with the aim to earn a contract award for the services described in this RFP.
- 4.2.1.2. Analog  
A variable quantity represented numerically
- 4.2.1.3. Applications Level  
The RTU programming environment in which the users applications programs are running (IEC 61131-3 and vendor specific programming environment)



- 4.2.1.4. Applications Program  
An ordered set of instructions prepared by the user which may be loaded into the RTU and, once initialized, will continuously execute or as triggered by other applications programs or events
- 4.2.1.5. Binary  
A quantity with two discrete states: ON (1) or OFF (0). This term is often used in conjunction with DNP3 communication protocol objects. See also Boolean, Digital
- 4.2.1.6. Boolean  
A quantity with two discrete states: TRUE or FALSE. This term is often used in conjunction with ISaGRAF application variable types. See also Binary, Digital
- 4.2.1.7. Boot Monitor  
Software contained in Flash memory executed on an RTU at start-up (boot) time for the purposes of verifying, loading or modifying the main operating system firmware
- 4.2.1.8. Current Value  
Associated with a point indicating the current value or state of the point. The current value of some points is read-only, and may be non-volatile. The current value is neither a point attribute nor a point property
- 4.2.1.9. Derived Point  
Internal data within an RTU, being either a User defined point or a System point
- 4.2.1.10. Digital  
A quantity with two discrete states: ON or OFF. This term is often used in conjunction with physical input and output states. See also Binary, Boolean
- 4.2.1.11. Firmware  
Boot Monitor software and RTU Operating System software stored in Flash memory
- 4.2.1.12. Fragment  
DNP3 protocol application layer data unit – Max 2048 bytes
- 4.2.1.13. Frame  
DNP3 protocol link layer data unit – Max 292 bytes
- 4.2.1.14. Intelligent Electronic Devices (IEDs)  
A programmed or programmable electronic instrument or controller having a communications interface, and not a Master Station or a PC
- 4.2.1.15. Internet Protocol  
Communication protocols and applications from the TCP/IP suite, used in Internet and Intranet local area and wide area communication architectures
- 4.2.1.16. Local Diagnostic Terminal  
A laptop or portable computer, connected directly to the RTU and is capable of executing Schneider Electric supplied applications to display and modify RTU parameters and user applications



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- 4.2.1.17. Local Time  
Chamorro Standard Time zone (GMT +10)
  - 4.2.1.18. Main RTU Unit  
RTU device responsible for communicating with a SCADA Master or Peer RTUs, executing user applications and controlling Remote I/O (see also Remote I/O)
  - 4.2.1.19. Master Station  
The computer or computer systems that form the primary point of contact for communication to and from an individual RTU
  - 4.2.1.20. Operating System Firmware  
Software contained in Flash memory on the RTU that controls RTU facilities except the Boot Monitor
  - 4.2.1.21. Peer  
A like device, possibly to who direct communications may be established
  - 4.2.1.22. Physical Points  
RTU internal representation of electrical terminations on a Main RTU Unit or Remote I/O Unit
  - 4.2.1.23. Point  
An entity of data within an RTU corresponding to a physical or derived quantity  
Point Attributes: - read/write field of a point configuration describing or controlling (to the RTU) a characteristic of the point
  - 4.2.1.24. Point Index  
DNP3 point address of a point in the RTU point database
  - 4.2.1.25. Point Properties  
Read only field describing (to the SCADA Master or ISaGRAF user application) a status or characteristic of a point
  - 4.2.1.26. Protocol  
Communication description shared by multiple devices permitting interchange of information
  - 4.2.1.27. Remote Engineering Workstation  
A computer workstation which is connected to the RTU through the telemetry network or dial up modem and is capable of executing CMI supplied applications to display and modify RTU parameters and user applications
  - 4.2.1.28. Remote I/O  
RTU sub-system architecture providing I/O to expand the capacity of a Main RTU Unit. Units attached through serial or Ethernet communication channels and providing additional I/O capacity to a Main RTU unit are known as Remote I/O Units



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- 4.2.1.29. RTU Sequence  
Same as applications program
  - 4.2.1.30. Slave  
General term for a device that connects to a hierarchically higher level device for services (The higher level device is usually called by the General term "Master")
  - 4.2.1.31. Slave RTU  
A Main RTU unit that utilizes the communication link of another RTU for communications with a Master station
  - 4.2.1.32. Standard Time  
Non-seasonally adjusted current time for the Chamorro Standard Time (ChST) zone
  - 4.2.1.33. System Points  
RTU internal data managed by RTU operating system software
  - 4.2.1.34. Telemetry Computer (TC)  
A Master Station communications server
  - 4.2.1.35. User  
Any person responsible for the installation, programming, operation or maintenance of RTUs
  - 4.2.1.36. User Points  
RTU internal data created by a user defined configuration
  - 4.2.1.37. User Program  
A compiled, end user written ISaGRAF application
  - 4.2.1.38. UTC Time  
International standard time, not adjusted for local time zone or summer time
  - 4.2.1.39. 1xRTT  
Single carrier (1x) Radio Transmission Technology (CDMA cellular wireless data standard)
  - 4.2.1.40. ACCM  
Asynchronous Control Character Map (PPP negotiated option)
  - 4.2.1.41. ACFC  
Address and Control Field Compression (PPP negotiated option)
  - 4.2.1.42. AH  
Ampere Hour (Battery capacity rating)
  - 4.2.1.43. AI  
Analog Input



- 4.2.1.44. ARP  
Address Resolution Protocol (TCP/IP Ethernet component)
- 4.2.1.45. BI  
Binary Input (DNP3 point type)
- 4.2.1.46. BOOTP  
Boot Protocol (TCP/IP application layer remote boot services)
- 4.2.1.47. CASE  
Computer Aided Software Engineering (tools suite)
- 4.2.1.48. CCITT  
International standards organization now known as ITU-T
- 4.2.1.49. CDMA  
Code Division Multiple Access (wireless cellular technology)
- 4.2.1.50. CHAP  
Challenge Authentication Protocol (PPP security component)
- 4.2.1.51. CI  
Counter (Pulse) Input
- 4.2.1.52. CRC  
Cyclic Redundancy Check (error checking algorithm)
- 4.2.1.53. CRO  
Oscilloscope (cathode ray oscilloscope - Test instrument)
- 4.2.1.54. CROB  
Control Relay Output Block (DNP3 control object)
- 4.2.1.55. CSLIP  
Compressed Serial Line Internet Protocol (TCP/IP serial data-link layer)
- 4.2.1.56. CTS  
Clear To Send (RS232 signal)
- 4.2.1.57. DCD  
Data Carrier Detect (communication port signal)
- 4.2.1.58. DCE  
Data Communication Equipment (communication port type)
- 4.2.1.59. DI



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Digital Input

- 4.2.1.60. DNP  
Abbreviation for DNP3 protocol
- 4.2.1.61. DNP3  
Distributed Network Protocol (SCADA / RTU communication standard)
- 4.2.1.62. DNP3 SAV5  
Distributed Network Protocol (SCADA / RTU communication standard) Secure Authentication Version 5
- 4.2.1.63. DNS  
Distributed Naming Service (TCP/IP application layer name resolution)
- 4.2.1.64. DO  
Digital Output
- 4.2.1.65. DTE  
Data Terminal Equipment (communication port type)
- 4.2.1.66. Flash  
Electrically erasable programmable read only memory
- 4.2.1.67. FSM  
Finite State Machine (PPP component)
- 4.2.1.68. FTP  
File Transfer Protocol (TCP/IP application layer file transfer)
- 4.2.1.69. GSM  
Global System for Mobile communication (wireless cellular technology). Hayes modem devices often provide communication on these networks
- 4.2.1.70. GPRS  
General Packet Radio Service (GSM cellular wireless data standard)
- 4.2.1.71. GPS  
Global Positioning System (satellite system used for time synchronization)
- 4.2.1.72. HDLC  
High-level Data Link Control (serial link layer protocol: PPP is based on this)
- 4.2.1.73. Hex  
Hexadecimal (Base-16 numbers are followed by 'h' or preceded by '0x')
- 4.2.1.74. I/O



Inputs and Outputs (sometimes refers to an RTU or PLC sub-system)

- 4.2.1.75. I2C  
Serial communication bus technology <http://i2c.info/>
- 4.2.1.76. IC  
Integrated Circuit
- 4.2.1.77. ICMP  
Internet Control Message Protocol (TCP/IP data-link layer services)
- 4.2.1.78. IEC  
International Electro-technical Committee (standards organization)
- 4.2.1.79. IEEE  
Institution of Electrical & Electronics Engineers (standards organization)
- 4.2.1.80. IETF  
Internet Engineering Task Force
- 4.2.1.81. IGMP  
Internet Group Management Protocol (TCP/IP network layer services)
- 4.2.1.82. IP  
Internet Protocol (TCP/IP network layer protocol)
- 4.2.1.83. IPCP  
Internet Protocol Control Protocol (TCP/IP network layer services)
- 4.2.1.84. IRIG  
Inter-Range Instrument Group (includes Time Synchronization standards)
- 4.2.1.85. ISaGRAF  
IEC61131-3 Sequencing & control software & target used on SCADAPack E RTUs
- 4.2.1.86. ITU-T  
International Telecommunications standards organization, formerly CCITT
- 4.2.1.87. LAN  
Local Area Network (Ethernet is an example LAN technology)
- 4.2.1.88. LCP  
Link Control Protocol (PPP component)
- 4.2.1.89. LLC  
Link Layer Control (Ethernet MAC layer component)



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- 4.2.1.90. MAC  
Media Access Control (Ethernet communication layer)
  - 4.2.1.91. MODBUS  
PLC communications protocol (de-facto standard)
  - 4.2.1.92. MRU  
Maximum Receive Unit (PPP negotiated packet length option)
  - 4.2.1.93. NTP  
Network Time Protocol (time synchronization)
  - 4.2.1.94. NV  
Non Volatile (memory that retains its data when powered off)
  - 4.2.1.95. PAD  
Packet Assembler / Disassembler
  - 4.2.1.96. PAP  
Password Authentication Protocol (PPP security component)
  - 4.2.1.97. PC  
Personal Computer
  - 4.2.1.98. PCB  
Printed Circuit Board
  - 4.2.1.99. PFC  
Protocol Field Compression (PPP negotiated option)
  - 4.2.1.100. PING  
ICMP echo utility for determining TCP/IP device functioning
  - 4.2.1.101. PLC  
Programmable Logic Controller
  - 4.2.1.102. POP3  
Post Office Protocol (TCP/IP application layer E-mail receiver client)
  - 4.2.1.103. PPP  
Point-to-Point Protocol (TCP/IP serial data-link layer protocol)
  - 4.2.1.104. PSTN  
Public Switched Telephone Network. Hayes Modem devices often provide communication on these networks
  - 4.2.1.105. PTT





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Press-To-Talk (Radio); Push-To-Talk (Radio)

- 4.2.1.106. RAM  
Random Access Memory
- 4.2.1.107. RARP  
Reverse Address Resolution Protocol (IP - Ethernet address resolution)
- 4.2.1.108. RFC  
Request For Comments (TCP/IP standards documents)
- 4.2.1.109. RO  
Relay Output
- 4.2.1.110. RoC, RoF, RoR  
Rate of Change (signal processing)  
Rate of Fall (signal processing)  
Rate of Rise (signal processing)
- 4.2.1.111. ROM  
Read Only Memory
- 4.2.1.112. RTS  
Ready To Send (RS232 signal)
- 4.2.1.113. RTU  
Remote Terminal Unit (telemetry device)
- 4.2.1.114. RX , RXD  
Receive (RX)  
Receive Data (RXD)
- 4.2.1.115. SCADA  
Supervisory Control And Data Acquisition
- 4.2.1.116. SLA  
Sealed Lead Acid (Gel Cell) Battery
- 4.2.1.117. SLIP  
Serial Line Internet Protocol (TCP/IP serial data-link layer)
- 4.2.1.118. SMTP  
Simple Mail Transfer Protocol (TCP/IP application layer E-mail sender client)
- 4.2.1.119. SNAP  
Sub-Network-Access-Protocol (Ethernet MAC layer LLC fields)
- 4.2.1.120. SNMP



Simple Network Management Protocol (TCP/IP application layer protocol)

- 4.2.1.121. SPDT  
Single Pole Double Throw (change-over relay contact)
- 4.2.1.122. TC  
Telemetry Computer (DNP3 protocol Master station host)
- 4.2.1.123. TCP, TCP/IP  
Transmission Control Protocol (TCP/IP transport layer protocol)  
Acronym typically referring to the entire Internet Protocol suite (TCP/IP)
- 4.2.1.124. TFTP  
Trivial File Transfer Protocol (TCP/IP application layer file transfer for BOOTP)
- 4.2.1.125. Telnet  
Virtual terminal protocol (TCP/IP application layer virtual terminal)
- 4.2.1.126. TTL  
Time To Live (IP packet life-time)
- 4.2.1.127. TX, TXD  
Transmit (TX)  
Transmit Data (TXD)
- 4.2.1.128. UDP  
User Data-gram Protocol (TCP/IP transport layer protocol)
- 4.2.1.129. UTC  
Universal Coordinated Time (international time standard)
- 4.2.1.130. UTP  
Unshielded Twisted Pair (Physical layer Ethernet cabling)
- 4.2.1.131. WAN  
Wide Area Network
- 4.2.1.132. GPWA  
Guam Power Waterworks Authority

### 4.3. GPWA Project Organization into Phases

GPWA will execute this project in phases:

- Phase 1. Set up the RTU Protocol Training Lab at the GPWA Fadian Office identified above.
- Phase 2. Train GPWA Staff
- Phase 3. Legacy RTU Upgrade and Protocol Conversion



- Phase 4. Point-to-point Testing
- Phase 5. Cybersecurity Consulting Support

#### 4.4. Utility References

Proponents must have experience in providing the services described in this RFP for United States Electric Utilities operating under the NERC Critical Infrastructure Protection standards and guidelines as well as United States Water/Wastewater utilities operating under the United States Environmental Protection (US EPA), American Water Works Association (AWWA), and Association of State Drinking Water Administrators (ASDWA). Proponent shall provide three (3) references in providing the services described in this RFP.

#### 4.5. Proponent Background Checks

This RFP requires background checks on Proponent firms due to the highly sensitive nature of the service to be provided. Furthermore, GPWA is considering a zero-tolerance policy for drugs and alcohol for its employees. GPWA requires that contractors and consultants adhere to a zero-tolerance drug and alcohol policy extending to Contractor staff assigned to the GPWA project. Proponents must provide a copy of their drug and alcohol policies as part of their proposals.

Furthermore, Proponents must provide their policies for employee background investigations and certification processes for employee fitness for duty as part of their proposals. The policy should outline how foreign nationals are processed for working with critical infrastructure facilities. Proponent must explain in detail how it will ensure that its employees shall be processed through their established background check and vetting process. The Proponent awarded a contract under this RFP will work with GPWA to ensure that these procedures are made transparent to and satisfy GPWA requirements. Once these background check and vetting processes are finalized, the awarded Contractor should implement them for employees involved in cyber/physical security and SCADA and IT related duties.

##### 4.5.1. Entry of Foreign Nationals to GPWA Facilities

GPWA facilities are designated as critical infrastructure. The Guam Homeland Security/Office of Civil Defense (GHS/OCD) requires that ALL foreign nationals clear a Background Investigation (BI) prior to any entry into GPWA critical infrastructure facilities (CIF). Clearance must be facilitated through the GPWA Safety Divisions.

GHS/OCD guidelines for GPWA require the following information and documents submitted two (2) weeks in advance of the actual visit:

- Name (Last, First, Middle)
- Aliases
- Country of Origin
- Company Name
- Occupation
- Host
- Point of Contact
- Address while in Guam (Hotel Name)
- Nature or Purpose of Visit



- Duration of Stay
- Date and Time
  - Arrival
  - Departure
- A clear copy of the Passport.

These requirements are mandatory. GPWA will not allow foreign nationals into critical infrastructure facilities without GPWA Safety Division approval.

#### 4.6. RTU Protocol Training Lab

GPWA and the Contractor shall provide equipment and materials for setting up the RTU Protocol Training Lab. Proponents must describe in detail how they are going to provide this requirement.

##### 4.6.1. Fully Functional RTU Protocol Training Lab Requirement

The Contractor must provide a fully functional RTU Protocol Training Lab. A fully functional RTU Protocol Training Lab includes all the training, documentation, equipment, materials, and software necessary for GPWA to accomplish the following:

1. Provide GPWA staff with sufficient knowledge, hands-on experience, and training to describe the architecture, functions, configuration, troubleshooting, and maintenance of:
  - The complete DNP3/DNP3-SA Protocol Set
  - ModBus Protocol Set.
2. Provide GPWA staff with sufficient knowledge, hands-on experience, and training to describe the architecture, functions, configuration, troubleshooting, and maintenance of:
  - D20 RTU
  - SCADAPack E RTU
  - OSIRIS RTU
  - SEL Axion-2240.
3. Provide GPWA staff with sufficient knowledge, hands-on experience, and training to configure, troubleshoot, and maintain the following equipment:
  - D20 RTU
  - SCADAPack E RTU
  - OSIRIS RTU
  - SEL-2240 Axion RTU.
4. Provide GPWA staff with a development environment capable of duplicating the configuration of RTUs deployed in the field including a complete set of:
  - Current Field RTU Configurations
  - Configurations to Convert Field RTUs from Legacy Protocols to DNP3-SAV5.

The Contractor shall fulfill item 4 using class assignments. GPWA staff will perform the work under the Contractor's supervision. Contractor may support this work remotely.

##### 4.6.2. Contractor Furnished Equipment, Software, and Materials



The Contractor must provide the following items to set up a fully functional RTU Protocol Training Lab including but not limited to:

- One SEL-2240 Axion
  - Configured for GPA
  - Communication Cables/Hardware/Software capability to reuse legacy D20/D200 WESDAC/WESTERM equipment
  - Communication Protocols Configured/Supported
    - DNP3 Serial/LAN/WAN
    - DNP3 SAV5 Serial/LAN/WAN
    - Modbus
  - Capability to virtually mimic any RTU on the GPA system
  - Package
    - Bare rack mounted
    - Easy access to communication ports
    - Easy access to WESDAC terminations
    - Easily portable
- One SEL-2240 Axion
  - Configured for GWA
  - DI/DO/AI/SOE Peripheral Boards as Required by GWA
  - Communication Protocols Configured/Supported
    - DNP3 Serial/LAN/WAN
    - DNP3 SAV5 Serial/LAN/WAN
    - Modbus
  - Capability to virtually mimic any RTU on the GWA system
  - Package
    - Bare rack mounted
    - Easy access to communication ports
    - Easy access to WESDAC terminations
    - Easily portable
- Small D20 RTU supporting
  - DNP3 and DNP3-SAV5 serial and LAN/WAN protocols
  - Modbus
  - AC 120 V power supply
  - Capability to virtually mimic any RTU on the GPA system
  - Package
    - Bare rack mounted
    - Easy access to communication ports
    - Easy access to WESDAC terminations
    - Easily portable
- Two ASE2000 Version 2 Communication Testsets supporting:
  - DNP3 and DNP3-SAV5 serial and LAN/WAN protocols
  - Modbus protocols
- SCADAPack E RTU
  - DNP3 and DNP3-SAV5 serial and LAN/WAN protocols
  - Modbus



- AC 120 V power supply
- Package
  - Bare rack mounted
  - Easy access to communication ports
  - Easy access to WESDAC terminations
  - Easily portable
- 4 long RS232 Serial cables

Contractor is responsible for all equipment, software, and integration necessary to achieve a fully functional RTU Protocol Lab regardless if it is listed within this RFP or within the Contractor's proposed list of deliverables. GPWA is not requiring a collection of parts. GPWA is requiring a functional system to meet its requirements for a fully functional RTU Protocol Training Lab.

Contractor shall procure these items based on base equipment quotations from Schweitzer Engineering Laboratories (SEL), General Electric (GE), Open Systems International, Inc. (OSI), and Applied Systems Engineering (ApplSys). GPA and the successful Proponent will negotiate a project management and RTU Protocol Training Lab integration fee. No mark up except for GRT will be allowed for the purchase of the above equipment.

#### 4.6.3. GPWA Furnished Equipment, Software, and Materials

GPA will supply network switches and LAN cables including but not limited to:

- RJ45 to DB-9 crossed cable
- Ethernet cables
- Other cables as requested by Contractor prior to the Training classes.

GPWA will provide Windows PCs or laptops to support installation and use of Contractor supplied software applications. These PCs or laptops will meet or exceed the following hardware requirements:

- Microsoft Windows Server 2008 or later, or Windows 10, on 32-bit or 64-bit Operating System
- Minimum:
  - 1.6 GHz CPU, 1 GB RAM, 1024x768 display, 5400 RPM hard disk
  - 10 GB free disk space
  - 2.2 GHz or higher CPU, 2 GB or more RAM, 1280x1024 display, 7200 RPM or higher hard disk
- Mouse (or another pointing device)
- Ethernet port
- CD-ROM drive
- One (1) RS-232 serial communication port or a USB-to-RS-232 adapter if PC or laptop is only equipped with a USB port.

GPWA will install all software onto GPA equipment. GPWA will examine all software and storage media under its cyber security protocols prior to installing software. If additional functionality or performance is required, the Contractor must specifically request it in its proposal.



## 4.7. GPWA Staff Training

Proponent must provide the following training for GPWA Staff:

- DNP3 protocol including DNP3 Secure Authentication version 5 including serial and LAN/WAN versions
- ModBus protocol
- Using the ASE2000 Version 2 Communication Test set
  - Monitor Mode
  - RTU Mode
  - Master Station Mode
  - All Other Features
  - Troubleshooting RTU/Master Communications using the Test set
- Configuring DNP3, DNP3 SAV5, and ModBus on the following equipment/systems:
  - D20 RTU
  - SCADAPack E RTU
  - OSIRIS RTU
  - SEL Axion-2240.

### 4.7.1.Course Materials

The Contractor must provide all standard documentation and RTU configuration and maintenance software for DNP3 and Modbus for:

- D20 RTU
- SCADAPack E RTU
- OSIRIS RTU
- SEL Axion-2240.

Contractor must provide a recommended list of documentation supporting training and RTU configuration and maintenance that are listed in the sections below.

### 4.7.2. D20 Documentation and Software

The Contractor will provide the following Technical Documentation and references for the GE D20 RTU in electronic form and one hardcopy set:

### 4.7.3.SCADAPack E Documentation and Software

The Contractor will provide the following Technical Documentation and references for the Schneider SCADAPack E RTU in electronic form and one hardcopy set:

- SCADAPack E Product Overview



- SCADAPack E Technical Overview
- SCADAPack ES Quick Start Guide
- SCADAPack E ISaGRAF Quick Start Guide
- SCADAPack 300E Hardware manuals set
- SCADAPack ES Hardware Manual
- SCADAPack ER Hardware Manuals set
- SCADAPack E Configurator User Manual
- ISaGRAF 3 User Manual
- SCADAPack E ISaGRAF Function Block Reference
- SCADAPack E ISaGRAF 3 Pre-Processor Reference
- ISaGRAF 3 I/O Connection manual
- ISaGRAF Technical manual
- ISaGRAF 3 Modbus Communication Interfaces manual
- ISaGRAF 3 DF1 PLC Interface manual
- Idec PLC Interface manual
- Koyo PLC Interface manual
- SCADAPack E Target 5 Function Block Reference
- SCADAPack E Target 5 I/O Device Reference
- SCADAPack E Target 5 Technical Reference
- SCADAPack E Target 5 Modbus Communication Interfaces
- SCADAPack E Target 5 DF1 PLC Interface
- SCADAPack E Firmware Update User Manual
- SCADAPack E SCADAPack ES Remote I/O Technical Reference
- SCADAPack E DNP3 Technical manual
- SCADAPack E DNP3 Slave and DNP3 Master Device Profiles
- SCADAPack E Data Processing Technical manual
- SCADAPack E Data Concentrator manual
- SCADAPack E Configuration File Format
- SCADAPack E IEC 60870-5-101 and -104 Slave Technical Reference
- SCADAPack E IEC 60870-5-101 and -104 Slave Interoperability Profile
- SCADAPack E IEC 60870-5-103 Master Interoperability Profile
- SCADAPack E Conitel Technical Reference
- SCADAPack E Communication Interfaces Reference
- SCADAPack E Data Processing Technical Reference
- SCADAPack E Profiler manual
- SCADAPack E Security Technical Reference
- SCADAPack E Trend Sampler Technical Reference
- SCADAPack E Operational Reference
- SCADAPack E TCP/IP Technical Reference

The Contractor must provide the following standards and other documents related to the SCADAPack E RTU in electronic form and one hardcopy set:

- ICS Triplex ISaGRAF User's Manual
- ICS Triplex ISaGRAF Language Reference
- DNP3 Distributed Network Protocol 8 Volume Document Set
- DNP3 Distributed Network Protocol Conformance Test Procedures
- IETF TCP/IP RFC documents.





Contractor must also provide software packages and manuals:

- The SCADAPack E Configurator software package
  - The SCADAPack E Configurator User Manual in electronic form and one hardcopy set
- ISaGRAF 3 Workbench
  - ISaGRAF Workbench Software
  - ISaGRAF Workbench Communication, LIBRARY, & Diagnostics
  - The ISaGRAF Pre-Processor & Transferring ISaGRAF Applications
  - ISaGRAF Target
  - SCADAPack E ISaGRAF 3 Reference manuals in electronic form and one hardcopy set
- SCADAPack Workbench
  - SCADAPack E Target 5 Reference manuals in electronic form and one hardcopy set

#### 4.7.4. OSIRIS Documentation and Software

The Contractor will provide Technical Documentation and references for the OSI OSIRIS RTU in electronic form and one hardcopy set:

#### 4.7.5. SEL Axion-2240 Documentation and Software

The Contractor will provide the following Technical Documentation and references for the SEL Axion-2240 in electronic form and one hardcopy set:

- Data Sheets
  - SEL-2240 Axion
  - SEL-2241 Real-Time Automation Controller (RTAC)
  - SEL-2242 Chassis/Backplane
  - SEL-2243 Power Coupler
  - SEL-2244 Digital I/O Module
  - SEL-2245-2 Analog Input Module
  - SEL-2245-4 AC Metering Module
  - SEL-2245-3 Analog Output Module
  - SEL-2245-22 Analog Input Extended Range Module
  - SEL-2245-42 AC Protection Module
- Instruction Manuals
  - SEL-2240 Axion and acSELerator RTAC SEL-5033 Software
- Instruction Sheets
  - Getting Started With the SEL-2240 Axion
- Application Guides
  - SEL-2240 Axion Retrofit Cables for GE D20.
- Any other documentation necessary for configuring and using the SEL-2240 Axion with DNP3, DNP3 SAV5

#### 4.8. Legacy RTU Upgrade and Protocol Conversion

Proponent must provide services for converting GPWA D20/D200 RTUs from legacy DNP3 serial communications to DNP3 Secure Authentication communications over GPWA's Operational Technology WAN.



Proponent shall provide t detailed discussions in their proposals supporting and describing their experience and training for:

- Migrating legacy D20ME to new D20MX including but not limited to:
  - Accounting for hardware changes between D20ME++ and D20MX equipment
  - Detailed tasks and steps required for hardware, firmware, and software application change out
  - Accounting for feature differences between ConfigPro and SG-Config e including a review of existing D20 applications and confirmation if the standard application SG-Config e library supports them
- Upgrading existing RTU configurations from the existing to new for operation using:
  - DNP3 serial protocol (Ensure Current RTU Communications supported)
  - DNP3 SAV5 serial (Backup if Fiber or Wireless Channels are Not Available)
  - DNP3 SAV5 LAN/WAN (Required Endpoint)
- Point-to-Point and End-to-End Testing Plan

Since, the current master station does not support DNP3 SAV5, Proponent must configure and use the ASE 2000 Version 2 Communication Testset to verify DNP3 SAV5 communications. Proponent shall provide information supporting and describing their experience and training in using the ASE 2000 for above work scope.

Contractor shall procure these items based on base equipment quotations from General Electric (GE). GPA and the successful Proponent will negotiate a project management and RTU migration services scope and fees. GPA will not accept equipment marks up except for GRT for the purchase of the GE equipment.

#### 4.9. Point-to-Point Testing

Proponent shall assist GPWA in point-to-point testing of GPWA RTUs converted to DNP3 Secure Authentication Version 5. This may include Upgraded GPA D20/D200 RTUs as well as GWA SCADAPack RTUs. Proponents shall provide detailed discussions in their proposals supporting and describing their experience and training for this work scope. Proponent shall support GPA in its SCADA Project Point-to-Point Testing for SCADA Site Acceptance Testing.

#### 4.10. Cybersecurity Consulting Services

Proponents shall provide cybersecurity consulting services for optimizing the use of DNP3 Secure Authentication Version 5 in GPWA's operating environment. Proponents shall provide detailed discussions in their proposals supporting and describing their experience and training for this work scope.

#### 4.11. Deliverables

The consultant's deliverables include, at a minimum, the following output:

- Project plans, dashboards, reports, meeting minutes, and all related project management services for accomplishing the goals of this engagement, including information requirements, technical requirements, and involvement of key stakeholders in the project. The plan shall also include a schedule and timeline, and estimated effort and costs.
- Completion of Sections 4.1., 4.3, 4.6, 4.7, 4.8, 4.8, and 4.10.



#### 4.12. Qualifications

GPA will evaluate the qualifications of the proponents based on the following qualifications:

- Experience (at least 5 years) and expertise related to various activities under Section 4.1
  - DNP3 protocol including DNP3 Secure Authentication version 5 training
  - ModBus protocol training
  - ASE2000 Version 2 Communication Test set training
  - D20 RTU training
  - SCADAPack E RTU training
  - OSIRIS RTU training
  - SEL Axion-2240 training.
  - Upgrade D20/D200 RTUS to enable them to support DNP3 Secure Authentication Version 5 communications training
  - Conversion of D20/D200 RTUs from legacy DNP3 serial communications to DNP3 Secure Authentication Version 5 communications training
  - Point-to-point testing of RTUs converted to DNP3 Secure Authentication training
  - Cyber Security consulting services for optimizing the use of DNP3 Secure Authentication.
- Experience (at least 5 years) and expertise of project team and project management services related to various activities under Section 4.1.
- Experience (at least 5 years) and expertise in setting up a RTU Protocol Training Lab (Section 4.6).
- Proponent shall provide as least three (3) references in providing the services described in this RFP.
- Proponent shall provide as least three (3) Similar Projects Completed described in Sections 4.1.



## 5 PROPOSAL SUBMITTAL CONTENT

### 5.1 Non-Priced Proposal Content

Proponents must submit non-priced proposals that include a detailed description of the Proponent's qualifications to deliver the scope of work and projects addressed in this RFP. The proponent shall submit the non-price proposal content in the following order:

Section 1. PROPONENT is required to provide a copy of its Articles of Incorporation, or other applicable forms concerning business organization (partnership, sole proprietorship, etc.) and By-Laws; PROPONENT shall include Certificate of Good Standing to conduct business in jurisdiction of residence, or any other similar document.

Section 2. PROPONENT is required to provide copies of financial information on PROPONENT's firm and all subcontractors that will be assigned to fulfill the requirements of the contract. This information shall be for the last five (5) years, and should have been reviewed or audited by a qualified firm.

Section 3. PROPONENT shall submit all affidavits and other legal documents required by GPA's Procurement Division.

Section 4. PROPONENT is required to provide detailed description of the proponent's experience (at least 5 years) and expertise related to various activities under Section 4.1 and listed below:

- A. DNP3 protocol including DNP3 Secure Authentication version 5 training
- B. ModBus protocol training
- C. ASE2000 Version 2 Communication Test set training
- D. D20 RTU training
- E. SCADAPack E RTU training
- F. OSIRIS RTU training
- G. SEL Axion-2240 training.
- H. Upgrade D20/D200 RTUS to enable them to support DNP3 Secure Authentication Version 5 communications training
- I. Conversion of D20/D200 RTUs from legacy DNP3 serial communications to DNP3 Secure Authentication Version 5 communications training
- J. Point-to-point testing of RTUs converted to DNP3 Secure Authentication training
- K. Cyber Security consulting services for optimizing the use of DNP3 Secure Authentication.

Proponent shall provide supporting documentation illustrating and supplementing the above items (Proponent shall complete worksheet Appendix A – SOW)

Section 5. PROPONENT shall provide the Proposed Project Team, with Roles and Organization Chart; Include Qualifications and experience of each member of the project team Experience (at least 5 years) related to various activities under Section 4.1 and proponent's project management experience.

Section 6. PROPONENT shall provide the Experience (at least 5 years) and expertise in setting up a RTU Protocol Training Lab (Section 4.6).

Section 7. Proponent shall provide as least three (3) client references in providing the services described in this RFP.



Section 8. PROPONENT shall provide as least three (3) Similar Projects Completed described in Sections  
4.1.

## 5.2 Price Proposal

The Price Proposal will be requested from the successful proponent after completion of evaluation. GPA will be executing the scope of this work as individual project scopes of work for which the successful proponent and GPA will negotiate the scope and price.



## 6 PROPOSAL EVALUATION

### 6.1 Evaluation Protocol

The evaluation format is a two-step process. In the first step, GPA evaluates each PROPONENT'S qualifications and non-priced proposal for quality, reasonableness, completeness and applicability towards GPA's business needs and goals. During the evaluation process, GPA shall score each PROPONENT'S submittal and rank each from most acceptable to least acceptable. GPA may choose to select one, any or none of the PROPONENTS for the second step in the procurement process: contract negotiations.

GPA reserves the right to select one or more or none of these PROPONENTS to negotiate. If a PROPONENT is the most qualified for all of the waste streams, GPA reserves the right to award the contract to this PROPONENT. However, if a PROPONENT's qualifications are strong in one particular waste stream, GPA may elect to award the contract to several proponents for each particular waste stream.

GPA will begin negotiations with the PROPONENT having the most acceptable proposal for the work scope under consideration. If it fails to successfully conclude negotiations with this PROPONENT, it may terminate negotiations with this PROPONENT and begin negotiations with the PROPONENT having the next most acceptable proposal. GPA may continue in this fashion until it awards a contract or runs out of PROPONENTS to negotiate with.

### 6.2 Evaluation Criteria and Proposal Scoring

Table 1 below lists the evaluation criteria and preliminary scoring. GPA will convene a committee of no less than three people. These people will elect a committee chairperson.

Scoring and evaluation shall occur in three steps:

#### Step 1: Individual Committee Member Evaluation and Scoring of Proposal

Each committee member will score each PROPONENT'S proposal using the *Step One Evaluation Forms*.

Proposals that score greater than or equal to 70% of the maximum score are deemed acceptable. Proposals that score between 65% and 69% inclusive, are deemed potentially acceptable. Proposals scoring below 65% are deemed unacceptable.

If an evaluator determines that a proposal is not acceptable, then that proposal cannot be evaluated in step 2. If an evaluator determines that a proposal is potentially acceptable, then that proposal cannot be evaluated in step 2 unless that evaluator finds less than three acceptable proposals. No unacceptable proposals will be scored beyond Step One.



## QUALIFICATIONS SCORING:

CRITERIA:	Weight	Weight Score (Weight x Raw Score)	Maximum Equivalent Score (Weight x Raw Score)
Section 1	2	10	20
Section 2	2	10	20
Section 3	<b>*if incomplete, proponent will be disqualified*</b>		
Section 4			
A	10	10	100
B	10	10	100
C	10	10	100
D	10	10	100
E	10	10	100
F	10	10	100
G	10	10	100
H	10	10	100
J	10	10	100
K	8	10	80
Section 5	8	10	80
Section 6	10	10	100
Section 7	6	10	60
Section 8	6	10	60
		<b>TOTAL SCORE</b>	1320
	<b>Minumum Qualification Score:</b>		924

\*Criteria references may be found on Section 5.1 Non-Priced Proposal Content

#### Step 2: Committee-Wide Evaluation and Scoring of Proposal

After all the proposals have been scored under Step One, the Committee Chair will request the Committee whether they would like to evaluate Step 2 under Total Scope or Individual Scope Scoring. If the Committee deems that one or more PROPONENTS are especially strong in a given scope area, the Committee may revert to scoring based on the individual scope evaluation form. The Committee may evaluate one or more scope areas for individual scoring.

After all the proposals have been scored, each committee member will rank each proposal from highest scoring to lowest scoring using the *Step Two Evaluation Form*. Five points will be awarded to the highest ranking. Three points will be awarded to the second highest ranking. One point will be awarded the third highest ranking. The committee will then total up all the points for each proposal from each evaluator and scope and rank each proposal in step two using the *Step Two Committee-Wide Evaluation Form*. In the event of ties, the Chairman breaks the tie.

#### Step 3: Negotiation and Award

The committee will negotiate with the top scoring proponent(s) from Step 2.



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If negotiations fail with the top scoring proposal, the committee will negotiate price with the next highest scoring proponent from Step 2. If there are no next proposals from Step 2, the committee may repeat Steps 2 and 3 or terminate the procurement.





**STEP ONE EVALUATION FORM  
INDIVIDUAL PROPONENT EVALUATION**

Evaluator: \_\_\_\_\_

Firm/Proponent: \_\_\_\_\_

Date: \_\_\_\_\_

<b>CRITERIA:</b>	<b>Weight</b>	<b>Raw Score (Low = 0, High = 10)</b>	<b>Weight Score (Weight x Raw Score)</b>
Section 1	2		
Section 2	2		
Section 3	<b>*if incomplete, proponent will be disqualified*</b>		
Section 4			
A	10		
B	10		
C	10		
D	10		
E	10		
F	10		
G	10		
H	10		
J	10		
K	8		
Section 5	8		
Section 6	10		
Section 7	6		
Section 8	6		
		<b>TOTAL SCORE</b>	



**STEP TWO COMMITTEE-WIDE EVALUATION FORM**

Row #	PROPONENT	EVALUATOR STEP TWO POINTS AWARDED					
		1	2	3	4	5	TIE-BREAK (IF NEEDED)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	<b>TOTAL</b>						

Evaluator Signatures

\_\_\_\_\_ Date \_\_\_\_\_      \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_      \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

**MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

TERRITORY OF GUAM )  
 )ss.  
 HAGATNA, GUAM )

I, the undersigned, \_\_\_\_\_, being first  
*(partner or officer of the company of, etc.)*  
 duly sworn, depose and say:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Number of Shares:		_____

2. 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/rfp for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or Other Compensation</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of individual if bidder/offeror is a sole proprietorship;  
 Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_  
 In and for the Territory of Guam

My Commission expires: \_\_\_\_\_



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**APPENDIX B    NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

TERRITORY OF GUAM )
)ss.
HAGATNA, GUAM )

I, \_\_\_\_\_, first being duly sworn, depose and say:
(Name of Declarant)

- 1. That I am the \_\_\_\_\_ of the \_\_\_\_\_.
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with 2 Guam Administrative Rules and Regulations §3126(b).

\_\_\_\_\_
(Declarant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_
In and for the Territory of Guam

My commission expires: \_\_\_\_\_



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**APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT**

NO GRATUITIES OR KICKBACKS AFFIDAVIT

**AFFIDAVIT**

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

\_\_\_\_\_, being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror’s officers, representatives, agents, subCONSULTANTS, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror’s proposal.

\_\_\_\_\_  
Signature of Individual if Offeror is a Sole Proprietorship;  
Partner, if the Offeror is a Partnership;  
Officer, if the Offeror is a Corporation

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_





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**APPENDIX D ETHICAL STANDARDS AFFIDAVIT**

ETHICAL STANDARDS AFFIDAVIT

**AFFIDAVIT**

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

\_\_\_\_\_, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

That Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives, agents, subCONSULTANTS, or employees of the 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, and promises that neither he nor any officer, representative, agent, subCONSULTANT, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

\_\_\_\_\_  
Signature of Individual if Offeror is a Sole Proprietorship;  
Partner, if the Offeror is a Partnership;  
Officer, if the Offeror is a Corporation

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_



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**APPENDIX E      DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE  
DETERMINATION**

DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalty of perjury:

(1) That I am \_\_\_\_\_ (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 ('CONSULTANT') for the provision of a service to the government of Guam, and in such cases where the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

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



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<b>APPENDIX F      RESTRICTION AGAINST CONVICTED SEX OFFENDERS</b>
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**SPECIAL PROVISIONS**

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

GCA 5 §5253 Restriction Against CONSULTANTs Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (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 public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONSULTANT 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 CONSULTANT 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.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any CONSULTANT found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** *Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2XXX).*

\_\_\_\_\_  
Signature of Bidder                      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public



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## APPENDIX G SOW EXPERIENCE

<b>SOW EXPERIENCE</b>			
Section 4			
Item	Experience Description at least 5 years	Experience Supporting Documents	Project Management Experience
A. DNP3 protocol including DNP3 Secure Authentication version 5 training			
B. ModBus protocol training			
C. ASE2000 Version 2 Communication Test set training			
D. D20 RTU training			
E. SCADAPack E RTU training			
F. OSIRIS RTU training			
G. SEL Axion-2240 training.			
H. Upgrade D20/D200 RTUS to enable them to support DNP3 Secure Authentication Version 5 communications training			
I. Conversion of D20/D200 RTUs from legacy DNP3 serial communications to DNP3 Secure Authentication Version 5 communications training			
J. Point-to-point testing of RTUs converted to DNP3 Secure Authentication training			
K. Cyber Security consulting services for optimizing the use of DNP3 Secure Authentication.			

Note: Provide Reference page number, section.