



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

To All Interested Parties:

The Guam Power Authority, Procurement Office will continue its efforts with improvement towards accountability, transparency, and efficiency to better serve GPA personnel, prospective bidders, and guests, please be advised of the following:

1. All sealed bid submissions shall be inclusive of one (1) original, five (5) copies and delivered on or before the date and time for bid opening via hand delivered, delivered by mail, or delivered by other courier service to:

ISSUING OFFICE:

Guam Power Authority-Procurement Office
 1st. Floor, Room 101
 Gloria B. Nelson Public Service Building
 688 Route 15
 Mangilao, Guam 96913

2. All sealed bid submissions shall indicate the following:
 "Contained within this RFP packet is the Form of Contract. All inquiries must be submitted during the solicitation period and prior to the closing date. Any inquiries received after the closing date shall not be considered or responded to.

All inquiries and communications shall be directed to the GPA Procurement Division;

- a. Tel: (671) 648-3045 and/or (671) 648-3055
- b. Email: GPA-Interested-Parties@gpagwa.com

3. Prospective bidders will be notified via Email of all Issued Amendments and directed to the GPA Procurement/Materials Management Available Tenders Webpage listed below to download a copy, which will serve as your company's acknowledgement of Issued Amendment(s).

- a. https://notices.guam.gov/notices?department_id=&department_id%5B%5D=53&division_id=&topic_id=&topic_id%5B%5D=62&_formact=search#notices_start
- b. <https://guampowerauthority.com/>
- c. https://go.opengovguam.com/tenders/tenders_list-standalone/gpa?tender_status=Available

COMPANY NAME:

REPRESENTATIVE NAME:

Print / Sign

Date

BID NO.: _____

RFP NO.: GPA-RFP-26-001



Frances E. Santos
Chairman



John M. Benavente, P.E.
General Manager

Telephone Nos.: (671) 648-3045/55 or Facsimile (671) 648-3165

| | | | | | | | | |
|----------------|---|--------------|---|------------|---|----------|---|-------|
| Accountability | - | Impartiality | - | Competence | - | Openness | - | Value |
|----------------|---|--------------|---|------------|---|----------|---|-------|

REQUEST FOR PROPOSAL: GPA-RFP-26-001

DESCRIPTION: GPA Enterprise One (E1) System Support

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 Flash drive at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
- [XX] OWNERSHIP AND INTEREST DISCLOSURE AFFIDAVIT; *Pursuant to Public Law 36-13; 5 GCA §5233(a)*
- [XX] NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- [XX] ETHICAL STANDARDS AFFIDAVIT;
- [XX] WAGE DETERMINATION AFFIDAVIT;
- [XX] RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
- [XX] NON-COLLUSION AFFIDAVIT;
- [XX] CONTINGENT FEES 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). 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

REQUEST FOR PROPOSAL

NO. GPA-RFP-26-001

FOR

GPA Enterprise One (E1) SYSTEM SUPPORT



JOHN M. BENAVENTE, P.E.
General Manager

JOHN J. CRUZ JR. P.E. CEM MBA
Assistant General Manager
Engineering & Technical Services

MELVYN KWEK, CISA
Chief Information Technology Officer

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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 of GPA).
- ADDENDA: Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP, 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-26-001 must be submitted before 4:00 P.M. on March 24, 2026, 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
1st. 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 GPA 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 the date specified in Section 1.16, INQUIRIES 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 BONDING

No performance or payment bonds are required under this RFP.

1.11 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.

1.12 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.

1.13 SUBCONTRACTOR

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

1.14 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.

1.15 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.

1.16 INQUIRIES

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

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

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

Note: Cut-Off Date for Receipt of Questions shall be 4:00 P.M. on March 10, 2026. 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 GPA 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 GPA may require waiving any minor informalities or irregularities in proposals received. GPA reserves the right and shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of GPA 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) exceeds 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, GPA 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

GPA 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 GPA 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. GPA 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 GPA 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. Ownership & Interest 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
- G. Contingent Fees Affidavit

2.13 CONTRACT TERM

GPA and the OFFEROR 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 one (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 GPA, 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 GPA's Project Manager prior to invoice submittals. All invoices will be paid net 30 days from the date the invoice is received at the Guam Power Authority and/or 's 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. GPA shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation. GPA are government agencies exempted from all government taxes as stipulated in the Guam Code Annotated.

2.17 LICENSING

OFFERORS are reminded that GPA 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 GPA the right to terminate the Contractor, 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 contractors upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.19 ASSIGNMENTS

OFFEROR may not assign this CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of GPA.

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 contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

2.24 OWNERSHIP & INTEREST DISCLOSURE

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.
As used herein, the term "person" shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an "artificial person") recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
- (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
 - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the "relevant disclosure period").
 - A. If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a "second tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period.
 - B. If any such second-tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a "third tier owner") of forty-nine percent (49%) or more during the relevant disclosure period.
 - C. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.
- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.

- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract."

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the bids or 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.

2.28 INSURANCE

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and owner has approved such insurance, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. He shall maintain all insurance required during the course of the work and the period of the performance management contract.

2.29 CONTRACTORS AND SUBCONTRACTORS' INSURANCE

Prior to commencing the work, contractor shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to owner. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The limits of insurance shall be as follows unless a higher limit is required by statute:

1. Technology E&O and Cyber Liability Insurance with a combined single limit of \$100,000 to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Customer. The above requirements for Cyber/Network Security and Privacy Liability can be met by separate policies or a combination of these coverages under one policy form with minimum limits \$100,000 each occurrence and in the aggregate.
 - o Policy must be primary and non-contributory with endorsements attached.
 - o GPA shall be named as an Additional Insured.
 - o Waiver of subrogation shall be in favor of GPA
 - o Cancellation clause of minimum 30 days' prior written notice to GPA.
 - o GPA must be given minimum 30 days' prior written notice for any material changes in the policy or cancellation of the policy.
2. Worker's Compensation and Employer's Liability Insurance – Statutory Limits.
 - o Policy must be primary and non-contributory with endorsements attached.
 - o GPA shall be named as an Additional Insured.
 - o Waiver of subrogation shall be in favor of GPA
 - o Cancellation clause of minimum 30 days' prior written notice to GPA.
 - o GPA must be given minimum 30 days' prior written notice for any material changes in the policy or cancellation of the policy.

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|---------------------------|
| 3 FORM OF CONTRACT |
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CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

This form of CONTRACT is subject to change in order to comply with the Guam Procurement Laws and Regulations. An amendment will be issued if necessary.

THIS CONTRACT is made and entered into as of the date of the last signature affixed hereto by and between _____, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to perform professional services for a project known and described as "GPA ENTERPRISE ONE (E1) SYSTEM SUPPORT", GPA-RFP-26-001, hereinafter called the "PROJECT".

RECITALS

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

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

WHEREAS, GPA seeks to enter into a contract for ERP system support services with a CONTRACTOR wherein such services can be provided to the Authorities 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, GPA, and the CONTRACTOR for the considerations set forth herein, agree as follows:

SECTION 1 – TYPE OF CONTRACT

This is a fixed price contract with price adjustment.

SECTION 2 – SERVICES OF THE CONTRACTOR

The CONTRACTOR 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 CONTRACTOR shall provide services as described in the detailed scope of work provided in GPA-RFP-26-001.
- B. The CONTRACTOR has assigned _____ as the Project Manager for this Contract. Prior written approval is required in the event the CONTRACTOR needs to change the Project Manager. The CONTRACTOR shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONTRACTOR 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 3 – PERIOD OF SERVICE

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

SECTION 4 - CONTRACTOR'S COMPENSATION

- A. The total compensation to CONTRACTOR for services in this CONTRACT is the lump sum of: _____ Dollars, plus approved adjustments.
- B. GPA shall pay the CONTRACTOR using a method mutually agreed upon by the parties.

SECTION 5 - CONTRACTOR'S STATUS

CONTRACTOR agrees that there shall be no employee benefits occurring from this CONTRACT, such as:

- A. Insurance coverage provided by GPA;
- B. Participation in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;

There shall be no withholding of taxes by GPA;

It is expressly understood and agreed that, in the performance of services under this CONTRACT, CONTRACTOR 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 CONTRACT 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 CONTRACT.

SECTION 6 – GUAM POWER AUTHORITY'S RESPONSIBILITIES

- A. GPA shall each 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 CONTRACTOR and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the CONTRACTOR'S work. GPA will keep the CONTRACTOR advised concerning the progress of GPA's review of the work. The CONTRACTOR agrees that GPA's inspection, review, acceptance or approval of CONTRACTOR'S work shall not relieve CONTRACTOR'S responsibility for errors or omissions of the CONTRACTOR or its sub-contractor(s).

SECTION 7 - 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 GPA and the CONTRACTOR.

SECTION 8 – TERMINATION FOR CONVENIENCE

- (a) Termination. GPA may, when the interests of GPA so require, terminate this CONTRACT in whole or in part, for the convenience of GPA. GPA shall give ten (10) days prior written notice of the termination to the CONTRACTOR specifying the part of the CONTRACT terminated and when termination becomes effective.
- (b) Contractor's Obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work and CONTRACTOR will be compensated in accordance with this CONTRACT. The CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (c) Right to Supplies. GPA may require the CONTRACTOR to transfer title and deliver to GPA in the manner and to the extent directed by GPA:
 - (1) any completed supplies; and
 - (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this CONTRACT.

The CONTRACTOR shall, upon direction of GPA, protect and preserve property in the possession of the CONTRACTOR in which GPA has an interest. If GPA does not exercise this right, the CONTRACTOR shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, 13 GCA § 2706 (quoted at the end of 2 GAR § 6101(10)(d)). Utilization of this Section in no way implies that GPA has breached the CONTRACT by exercise of the Termination for Convenience Clause.

- (d) Compensation.
 - (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, GPA may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
 - (2) GPA and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
 - (3) Absent complete agreement under Subparagraph (b) of this Paragraph, GPA shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
 - i. contract prices for supplies or services accepted under the contract;
 - ii. costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services;

- provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire CONTRACT would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- iii. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
 - iv. the reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the CONTRACT for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this CONTRACT. The total sum to be paid the CONTRACTOR under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the number of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 9 - CHANGES

- (a) Change Order. By a written order, at any time, and without notice to surety, GPA may, subject to all appropriate adjustments, make changes within the general scope of this CONTRACT in any one or more of the following:
 - (1) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
 - (2) method of shipment or packing; or
 - (3) place of delivery.
- (b) Adjustments of Price or Time for Performance. If any such change order increases or decreases the CONTRACTOR's cost of, or the time required for performance of any part of the work under this CONTRACT, whether or not changed by the order, an adjustment shall be made and the CONTRACT modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the CONTRACT as changed, provided that the territory promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (c) Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (a) (Change Order) of this clause, unless such period is extended by GPA in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless GPA is prejudiced by the delay in notification.
- (d) Claims Barred After Final Payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this CONTRACT.
- (e) Other Claims Not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim arising under the CONTRACT if pursued in accordance with the clause entitled, "Claims Based on GPA's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

SECTION 10 – CLAIMS BASED ON GPA'S ACTIONS OR OMISSIONS

- (a) Notice of Claim. If any action or omission on the part of GPA requiring performance changes within the scope of the CONTRACT constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the CONTRACT in compliance with the directions or orders of GPA, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) the CONTRACTOR shall have given written notice to GPA:
 - i. prior to the commencement of the work involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - ii. within 30 days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the work; or
 - iii. within such further time as may be allowed by GPA in writing. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. GPA, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of GPA.

- (2) the notice required by Subparagraph (1) of this Section describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (3) the CONTRACTOR maintains and, upon request, makes available to GPA within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (b) Limitations of Clause. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the CONTRACT.
- (c) Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT.

SECTION 11 – PRICE ADJUSTMENT

- (a) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this CONTRACT shall be made in one or more of the following ways:
- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) by unit prices specified in the CONTRACT or subsequently agreed upon;
 - (3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the CONTRACT or subsequently agreed upon;
 - (4) in such other manner as the parties may mutually agree; or
 - (5) in the absence of agreement between the parties, by a unilateral determination by GPA of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GPA in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
- (b) Submission of Cost or Pricing Data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

SECTION 12 – ASSIGNMENT OF AGREEMENT

Contractor shall not sell, transfer, pledge, encumber or assign this CONTRACT or any of the rights, interests or obligations hereunder without the prior written consent of GPA, which consent shall not be unreasonably withheld, conditioned or delayed, except that GPA shall have the right to withhold its consent if, in GPA's reasonable determination, such sale, transfer, pledge, encumbrance or assignment will have a materially adverse effect on the timely execution of the CONTRACT or the economic interests of GPA. Any assignment of this CONTRACT in violation of the foregoing shall be, at the option of GPA, void.

SECTION 13 – FORCE MAJEURE

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

SECTION 14 – TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. GPA 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 15 - 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: _____ CONTRACTOR Name and Address

COPY: _____ If applicable, Name and address

FAX: _____ Fax number

TO: Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96932-2977
ATTN: General Manager

FAX: (671) 648-3165

SECTION 16 – GOVERNING LAW

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

SECTION 17 – SUPPLEMENTAL CONTRACT PROVISIONS

In the event of conflict between this Agreement and the Supplemental Contract Provisions, this Agreement and its provisions take precedence over the Supplemental Contract Provisions.

SECTION 18 – RELEASE OF INFORMATION

The CONTRACTOR 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 19 – INDEMNIFICATION

Contractor agrees to save and hold harmless GPA, its board members, officers, and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising out of the negligent acts or omissions of the CONTRACTOR, CONTRACTOR's officers, agents (including subcontractors), servants or employees in the performance of its Services under this CONTRACT. To the extent permitted by law, GPA and CONTRACTOR waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this agreement.

GPA agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Government Claims Act against GPA for personal injuries or property damage resulting from the negligent or wrongful act or omission of any GPA employee while acting within the scope of his or her employment, arising out of this Contract. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the _____. The CONTRACTOR warrants that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

SECTION 20 – DISPUTES

GPA and the CONTRACTOR agree to attempt resolution of all controversies which arise under, or are by virtue of, this CONTRACT through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by GPA in writing within sixty (60) days after the CONTRACTOR shall request GPA in writing to issue a final decision. If GPA does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the CONTRACTOR may proceed as though GPA had issued a decision adverse to the CONTRACTOR.

GPA shall immediately furnish a copy of the decision to the CONTRACTOR, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

GPA's decision shall be final and conclusive, unless fraudulent or unless the CONTRACTOR appeals the decision as follows:

- a) For disputes involving money owed by or to GPA under this CONTRACT, the CONTRACTOR files appeal of the decision in accordance with the Government Claims Act by filing a government claim with GPA no later than eighteen months after the decision is rendered by GPA or from the date when a decision should have been rendered.
- b) For all other disputes arising under this CONTRACT, the CONTRACTOR files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GPA's decision or from the date the decision should have been made.

The CONTRACTOR shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

The CONTRACTOR shall comply with GPA's decision and proceed diligently with performance of this CONTRACT pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this CONTRACT, except where the CONTRACTOR claims a material breach of this CONTRACT by GPA. However, if GPA determines in writing that continuation of services under this CONTRACT is essential to the public's health or safety, then the CONTRACTOR shall proceed diligently with performance of the CONTRACT notwithstanding any claim of material breach by GPA.

SECTION 21 – RELEASE OF INFORMATION

The CONTRACTOR 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 22 – INSURANCE

The CONTRACTOR shall not commence work under this CONTRACT until he has obtained the following insurance Technology E&O and Cyber Liability Insurance. The CONTRACTOR shall furnish GUAM POWER AUTHORITY with an executed Certificate of Insurance (on a form satisfactory to GPA) evidencing the insurance required in this Section of this Agreement. CONTRACTOR shall cause each insurer to agree to give GPA at least thirty (30) days written notice of cancellation, expiration, or non-renewal of any policies or coverage, or of any other changes that would materially reduce the limits or coverage of such policies or coverage. CONTRACTOR shall provide copies of its insurance policies required under this Agreement upon GPA's request.

SECTION 23 – LICENSING

CONTRACTOR shall maintain all necessary licenses and shall comply with Guam licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

SECTION 24 – REPRESENTATIVE REGARDING CONTINGENT FEES

The CONTRACTOR represents that it has not retained a person to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of this representation shall give GPA the right to terminate the CONTRACTOR, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees.

SECTION 25 – AMERICAN DISABILITIES ACT

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

SECTION 26 – STATEMENT CONCERNING ETHICAL STANDARDS

In accordance with 2 GAR, Div. 4 § 11103(b), Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

SECTION 27 – EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the CONTRACTOR not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The CONTRACTOR 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 28 – PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS

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

SECTION 29 – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS AT GOVERNMENT OF GUAM VENUES

The CONTRACTOR represents that no person providing services on behalf of the CONTRACTOR or 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 convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the CONTRACTOR relative to this CONTRACT. If any person employed by the CONTRACTOR and providing services under this CONTRACT is convicted subsequent to the date of this CONTRACT, then the CONTRACTOR represents that it will notify GPA of the conviction within twenty-four hours of being made aware of the conviction, and will immediately remove such convicted person from providing services under this CONTRACT. If the CONTRACTOR is found to be in violation of any of the provisions of this paragraph, then GPA shall give Notice to the CONTRACTOR to take corrective action. The CONTRACTOR shall take corrective action within twenty-four hours of Notice from GPA, and the CONTRACTOR shall notify GPA when action has been taken. If the CONTRACTOR fails to take corrective steps within twenty-four hours of Notice from GPA, then GPA in its sole discretion may suspend this CONTRACT temporarily upon prior written Notice to the CONTRACTOR until the individual in question is removed from service to GPA.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date indicated by each signature. The CONTRACTOR represents that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

SECTION 30 – WAGES AND BENEFITS

The CONTRACTOR has read and understands the provisions of 5 GCA § 5801 and § 5802 governing wage and benefits determination. CONTRACTOR acknowledges the obligation to pay its employees on Guam who are delivering services to Guam in accordance with the U.S. DOL Wages and Benefits Determination as stated in 5 GCA §§ 5801 and 5802. A copy of the most recent U.S. DOL Wages and Benefits Determination for the Guam Region is attached hereto and incorporated by reference to this Contract. CONTRACTOR shall apply the Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the Contract in accordance with 5 GCA §§ 5801 and 5802.

Contractor
Title
Company Name
Federal I.D. No. /Social Security No.

GUAM POWER AUTHORITY

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

DATE

APPROVED AS TO FORM:

MARIANNE WOLOSCHUK
STAFF ATTORNEY
GUAM POWER AUTHORITY

DATE

4 SOLICITATION AND TECHNICAL REQUIREMENTS

GPA's Enterprise Resource Planning (ERP) System Support

4.1 General

The Guam Power Authority (GPA) is seeking proposals from qualified, responsible, and responsive product experts or consultants (hereinafter referred to as "CONTRACTOR") interested in providing support for its Enterprise Resource Planning (ERP) application Oracle Enterprise One (E1). Oracle Enterprise One (E1) is a comprehensive software application developed by Oracle Utilities designed for the management of its financial system. GPA is seeking a CONTRACTOR to assist with supporting its Enterprise Resource Planning to ultimately improve business operations and customer satisfaction.

4.2 Scope of Work

GPA seeks a CONTRACTOR to work closely with GPA's Information Technology (IT) team to provide system support for its ERP software. The CONTRACTOR's submittal shall include all one-time and recurring charges for the following CONTRACTOR responsibilities:

4.2.1 Application Support

- Provide troubleshooting and resolution for Oracle E1 application-related issues.
- Conduct root cause analysis for recurring or critical incidents.
- Apply bug fixes, configuration adjustments, and necessary customizations.
- Manage incidents and problems in accordance with agreed Service Level Agreements (SLAs).

4.2.2 System Maintenance

- Apply Oracle patches, hotfixes, service packs, and security updates.
- Conduct regular health checks and system performance reviews.
- Plan, design, and execute up to two major E1 upgrades for the term of contract.
- Support E1 version upgrades and related compatibility testing.
- Assist with environment refreshes for development, testing, and production.

4.2.3 Database Administration (if applicable)

- Monitor and optimize Oracle database performance.
- Perform backup, recovery, and restoration testing.
- Include required off-site backup solutions to cover cost, location and performance.
- Ensure data integrity, consistency, and security.
- Apply database patches and perform version upgrades.

4.2.4 End-User and IT Support

- Provide Tier 2/3 support to GPA IT staff and business users.
- Resolve business process issues related to finance, supply chain, human resources, payroll, and work order management.
- Conduct knowledge transfer and mentoring for GPA personnel.
- Develop user guides, FAQs, and training materials.

4.2.5 Integration Support

- Support E1 integrations with financial systems, GIS, asset/work management, payroll, human resource financial reporting tools, time tracking, and other enterprise applications.
- Monitor, troubleshoot, and resolve interface issues.
- Design and implementation of new integrations or enhancements.

4.2.6 Enhancements and Custom Development

- Analyze and implement new business requirements.
- Configure and customize E1 modules as needed.
- Develop and maintain extensions, scripts, and reports.
- Assist with the documentation and testing of enhancements prior to production release.

4.2.7 Monitoring and Performance Tuning

- Perform proactive monitoring of application, database, and interfaces.
- Optimize workflows, batch jobs, and system processes.
- Provide scalability assessments and recommendations.

4.2.8 Documentation

- Maintain technical and functional documentation for all changes.
- Update system architecture diagrams, process flows, and configuration records.
- Provide version-controlled release notes for updates and deployments.

4.2.9 Training and Knowledge Sharing

- Deliver structured training programs for IT staff, administrators, and end-users.
- Conduct knowledge-sharing sessions on best practices.
- Provide updates on Oracle E1 roadmap and relevant feature sets.

4.2.10 Security and Compliance

- Apply security patches and assist in managing user access roles.
- Ensure alignment with data privacy, cybersecurity, and regulatory standards.
- Assist in supporting audit and compliance reporting requirements.

4.2.11 Disaster Recovery and Business Continuity

- Validate backup and restore procedures for E1 environments.
- Support disaster recovery and failover testing.
- Assist in business continuity planning to safeguard critical ERP operations.

4.2.12 Reporting and Analytics

- Maintain and enhance reports using BI Publisher, Oracle Analytics, or custom reporting tools.
- Develop dashboards and KPIs for operational and financial performance.
- Provide regulatory, financial, and operational reporting as required.

4.2.13 Governance and Service Management

- Provide an issue tracking and support ticketing system.
- Submit regular reports on incident management, resolutions, and performance metrics.
- Conduct monthly or quarterly service review meetings with GPA.
- Ensure adherence to agreed SLAs for response and resolution times.

5 SERVICE LEVELS

The CONTRACTOR shall provide support in accordance with defined SLAs, including but not limited to:

- Critical Issues: Response within 1 hour, resolution or workaround within 4 hours.
- High Priority Issues: Response within 4 hours, resolution within 1 business day.
- Medium Priority Issues: Response within 1 business day, resolution within 3 business days.
- Low Priority Issues: Response within 2 business days, resolution as scheduled.

6 DELIVERABLES

The following are the required deliverables from the CONTRACTOR:

- Status reports of all ongoing projects related to GPA's Enterprise Resource Planning (ERP) System Support.
- Any program code used in the development/enhancement related to GPA's Enterprise Resource Planning (ERP) System Support to include those used on testing and production environments.
- All documentation required to manage and maintain the ERP related to GPA's Enterprise Resource Planning (ERP) System Support.
- Any 3rd party hosted accounts to include user credentials which were utilized for GPA's Enterprise Resource Planning (ERP) System Support.
- Training materials and session records.
- Release notes for patches, upgrades, and enhancements.
- Any other information, credentials, external contracts required for the support of GPA's Customer Information System.

| |
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| 7 FUNCTIONALITY TABLE |
|------------------------------|

CONTRACTOR will need to be able to provide the following as a part of their web hosting service solution:

| Component/Module Name | Function | Offered by Vendor (Yes/No) | Vendor Comment |
|-----------------------|---|----------------------------|----------------|
| Technical Support | Provide troubleshooting, diagnostics, and technical resolutions for computer hardware, software, network, database, and security issues to ensure optimal performance and availability of E1 systems and applications. | | |
| End-User Support | Assist E1 business users with issue resolution, system navigation, and process-related inquiries to ensure effective system utilization. | | |
| Strategic Consulting | Analyze and evaluate current E1 business processes (e.g., financial management, supply chain, human capital, procurement, warehouse, and other related) to identify inefficiencies and recommend system or process improvements. | | |
| Ticketing Process | Provide a support ticketing system for submission, monitoring, tracking, and resolution of E1-related issues. Must include SLA tracking and reporting. | | |
| Training | Both end-user and technical training designed to enhance skills and knowledge related to E1's usage, development, and management | | |
| Documentation | Develop and maintain comprehensive E1 documentation including user guides, technical manuals, system architecture, maintenance procedures, API documentation, customization records, and release notes. | | |
| Integration Support | Support and maintain integrations between E1 and external systems (e.g., Customer Information System (CIS), Asset Management, Time Keeping, Financial Reporting, and other related applications). Includes monitoring, troubleshooting, error resolution, and assistance with new integrations. | | |
| Additional Services | Provide proactive system monitoring, performance tuning of batch jobs and billing cycles, database optimization, and software upgrades including testing and deployment support. | | |
| Support Availability | Provide 24/7 emergency support for critical issues with defined SLAs (e.g., 1-hour response for critical, 1-4 hours for high-priority incidents). Business-hour and after-hour support must be clearly defined. | | |

8 QUALIFICATIONS

GPA seeks a CONTRACTOR with excellent qualifications to provide support for GPA's Enterprise Resource Planning – Oracle Enterprise One (E1).

1. The CONTRACTOR's project team members should have at least three (3) years of experience supporting GPA's Oracle Enterprise One (E1) software.
2. Resumes of team members provided should include all experiences related to the support of Oracle Enterprise One (E1).
3. CONTRACTOR should have at least four (4) years of documented experience with supporting Oracle Enterprise One (E1). CONTRACTOR must submit evidence of prior work from two (2) or more clients.

8.1 CONTRACTOR Qualifications Evaluation

GPA will evaluate the CONTRACTOR's qualifications for the RFP Scope in the following areas:

1. RFP Scope
2. Functionality Table
3. Oracle E1 Knowledgeability and Experience
4. Oracle E1 Support Experience

8.2 Independence

Independence shall mean the CONTRACTOR Company and Project Team exhibits the following:

- Characterized by professional objectivity and accept no compensation or financial benefit other than their fees or salary, directly or indirectly, as a result of their recommendations to clients
- Independent and not affiliated with any manufacturer or vendor of security equipment
- Does not profit in any way from a client's selection of vendors or contractors
- Does not have any form of affiliation with a product or service that could be construed as a possible conflict of interest
- Provides advice and recommendations based solely on the needs of their clients

CONTRACTOR shall affirm by submitting their proposal a declaration of their Independence as defined above.

8.3 Character

CONTRACTOR Company Officers or Project Team cannot include any person who has been convicted of any felony, or who has been convicted of any crime involving moral turpitude, or who has engaged in any act which constitutes moral turpitude.

8.4 Code of Ethics

CONTRACTOR must agree to abide by the following code of ethics:

- Will view and handle as confidential all information concerning the affairs of the client
- Will not take personal, financial, or any other advantage of inside information gained by virtue of the consulting relationship
- Will inform clients and prospective clients of any special relationship or circumstances that could be considered a conflict of interest
- Will never charge more than a reasonable fee; and, whenever possible, the consultant will agree with the client in advance on the fee or basis for the fee
- Will neither accept nor pay fees or commissions for client referrals
- Will not accept fees, commissions or other valuable considerations from any individual or organization whose equipment, supplies or services they might or do recommend in the course of his or her services to a client
- Will only accept assignments for and render expert opinions on matters they are eminently qualified in and for.

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| 9 RFP EVALUATION CRITERIA |
|----------------------------------|

A team composed of GPA personnel will be chosen to evaluate the proposals based on the above criteria. Each team member will rank each CONTRACTOR based on points received from the total weighted criteria. A final ranking will be determined by consolidating the team members' ranking.

| Section | Title | Criteria | Percentage | Raw Score (Low = 0, High = 100) | Equivalent Score (Raw Score x Percentage) |
|--------------------------------------|------------------------------------|--|------------|---------------------------------|---|
| 1 | RFP Scope | CONTRACTOR must clearly describe their plan of approach to fulfilling the requirements within the scope of work. | 30% | 100 | 30 |
| 2 | Functionality Table | CONTRACTOR's proposal and feedback to address the listed components in the functionality table. | 30% | 100 | 30 |
| 3 | E1 Knowledgeability and Experience | CONTRACTOR must clearly describe their team member's knowledge and experience working with Oracle E1. | 20% | 100 | 20 |
| 4 | E1 Support Experience | CONTRACTOR must clearly describe their team member's experience supporting E1. | 20% | 100 | 20 |
| | | TOTAL MAX SCORE | 100% | | 100 |
| **MINIMUM SCORE QUALIFICATION IS 70% | | | | | |

APPENDIX A OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

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

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

| <u>Name</u> | <u>Street Address (Principal Place of Business)</u> | <u>Percentage of Shares Held</u> |
|-----------------------------|---|----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total Percentage of Shares: | | _____ |

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

| <u>Name</u> | <u>Street Address (Principal Place of Business)</u> | <u>Percentage of Shares Held</u> |
|-----------------------------|---|----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total Percentage of Shares: | | _____ |

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

| <u>Name</u> | <u>Street Address (Principal Place of Business)</u> | <u>Percentage of Shares Held</u> |
|-----------------------------|---|----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total Percentage of Shares: | | _____ |

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

| <u>Name & Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

| <u>Name & Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____ | _____ | _____ |

5. Persons who have received or are entitled 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> |
|-------------|----------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

| <u>Name & Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Further, affiant sayeth naught.

Date: _____

 Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/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: _____

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/offeree has not colluded, conspired, connived 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 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 Guam Administrative Rules and Regulations §§3126(b).

(Declarant)

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

)Seal(

Notary Public _____

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, subcontractors, 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

SUBCRIBED AND SWORN to before me this ____ day of _____, 20____.

Notary Public _____

In and for the Territory of Guam

My commission expires: _____

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, subcontractors, 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, subcontractor, 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

SUBCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My commission expires: _____

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

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

§ 5802. Benefits.

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

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 _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My commission expires: _____

| |
|--|
| APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS |
|--|

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 Contractors 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 contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (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 contractor 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, 2006).*

| | |
|---|------|
| | |
| Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation | Date |

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

