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CCU Chairman

GUAM POWER AUTHORITY
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General Manager

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

Accountability	·	Impartiality	·	Competence	·	Openness	·	Value
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REQUEST FOR PROPOSAL: GPA-RFP-17-003

DESCRIPTION: Demand-Side Management Marketing Services and Program Brand Management Services

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

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

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

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

- a. The affidavit must be signed within 60 days of the date the RFP is due;
- b. Date of signature of the person authorized to sign the RFP and the notary date must be the same.
- c. First time affidavit **must** be an **original** – If copy, indicate RFP 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 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov).
Additionally, upon award the successful 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-17-003

FOR

**DEMAND-SIDE MANAGEMENT MARKETING SERVICES AND PROGRAM BRAND
MANAGEMENT SERVICES**



John M. Benavente, P.E.

General Manager

*Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96932*

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SECTION 1.0 INSTRUCTIONS TO RESPONDENTS

1.1 DEFINITIONS

OFFEROR:	The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.
OWNER:	The Guam Power Authority (GPA) General Manager or designated representative.
ADDENDA:	Any amendment or modification issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and specifications, clarifying the meaning of the same, or changing any 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.

Priced proposals and completed Pricing Summary Form (Appendix G) must be marked on all sides with the words: Priced Proposal. Non-priced Proposals must be marked on all sides with the words: Non-priced Proposal. Priced and Non-Priced Proposals must be delivered in **separate sealed and marked packages**. Priced Proposals are for negotiations with the most qualified Proponent deemed most qualified and responsive.

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 Non-Priced Proposal in CD, DVD, and/or USB Flashdrive 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-17-003 must be submitted before 4:00 P.M. January 17, 2017, in a sealed envelope indicating the RFP number and addressed as follows:

**To: Guam Power Authority
Gloria B. Nelson Public Service Building
688 Route 15, Fadian
Mangilao, GU 96923**

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

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

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

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

The preparation and submission of a proposal will be by and at the expense of the OFFEROR.

1.5 EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority requesting for interpretation. OFFEROR 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 four (4) working days prior to the closing date of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSAL

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 PROPOSAL

An OFFEROR may modify or withdraw its proposal by written request, provided that the request is received by GPA at the address 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.

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 Agreement form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

1.10 BONDING

No performance bond or payment bonds are required under this RFP.

1.11 POST RFP 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 WITHDRAWAL OF PROPOSAL

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.

1.17 INQUIRIES

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

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

Attn: Jamie Pangelinan
Supply Management Administrator
GPA Procurement Division
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
Telephone No: (671) 648-3054/3055
Facsimile: (671) 648-3165
Email: jpangelinan@gpagwa.com

Note: Cut-Off Date for Receipt of Questions shall be Tuesday, December 27, 2016 at 4:00 P.M. Inquiries received after the deadline shall not be entertained.

SECTION 2.0: GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY

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

2.2 GENERAL INTENTION

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

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

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

1. The ability, capacity and skill of the OFFEROR to perform the work specified.
2. Whether the OFFEROR can perform promptly or within the specified time.
3. The quality of performance of the OFFEROR with regard to awards previously made to him.
4. The previous and existing compliance by the OFFEROR with laws and regulations relative to procurement.
5. The sufficiency of the financial resources and ability of the OFFEROR to perform.
6. Can the Offeror meet the specifications of the RFP?

2.4 AWARD OR REJECTION OF PROPOSALS

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

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

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

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

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

- 1) The supplies and services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to the Territory;
- 4) Price(s) exceed available funds and it would 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 qualified 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 to 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 Schedule or for any combination of project Schedules.

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 readvertised, as OWNER may elect.

2.6 MODIFICATION / ALTERATION

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

2.7 CONTACT FOR CONTRACT ADMINISTRATION

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

NAME: _____ TITLE: _____

ADDRESS: _____ PHONE: _____

2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

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

2.9 LIMITATIONS

This RFP does not commit 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 the General Manager of the Guam Power Authority or his/her designee(s).

2.12 CONTRACT TERM

The base contract period shall be for one (1) year. Upon mutual agreement, the CONTRACT may be extended for two (2) additional one-year periods of time however the contract term shall not exceed (3) years. The services herein shall be specified in the contract. GPA shall retain the right to terminate the contract at any time if the contractor is not providing the services in accordance with the RFP and the contract. GPA shall, at its sole discretion, determine task completion.

2.13 JUSTIFICATION OF DELAY

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay. Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

SPECIAL PROVISIONS

DELAY COSTS

- Delays Due to Contractor – The contractor is responsible for all costs as a result of Contractor delays after the project is awarded. Any deviations or survey conflicts must be identified immediately.
- Delays Due to GPA – Any delays due to GPA must be identified immediately. Contractor costs will be negotiated with Contractor Fixed Rates and Per Diem requirements.

EQUIPMENT & TOOLS

The contractor shall provide all tools and equipment. Items that are to be supplied by GPA must be identified and confirmed if tooling or equipment is available at the site.

2.14 INVOICING AND PAYMENT TERMS & CONDITIONS

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

2.15 TAXES

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

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

2.16 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. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

2.17 COVENANT AGAINST CONTINGENT FEES

The OFFEROR warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the 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.

2.18 ASSIGNMENTS

Assignment of projects will not be accepted without prior approval by the Guam Power Authority. Request for approval of assignment(s) must be made with submission of proposal coordinated with the Guam Power Authority Engineering Division Project Manager(s). No assignment will be accepted if request is not made with the proposal.

2.19 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.

2.20 AMERICAN DISABILITIES ACT

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

2.21 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. Special Provision for Major Shareholders Disclosure Affidavit
- B. Major Shareholders Disclosure Affidavit
- C. Non-Collusion Affidavit
- D. No Gratuities or Kickbacks Affidavit
- E. Ethical Standards Affidavit
- F. Declaration Re-Compliance with U.S. DOL Wage Determination
- G. Restriction Against Convicted Sex Offenders
- H. Exhibit A (Sealed separately and marked "Priced Proposal")

2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS

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 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.

2.24 MAJOR SHAREHOLDERS DISCLOSURE

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

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

“Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203[©]. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or offer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.”

1. If the affidavit is a copy, indicate the RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the proposals are due.

2.25 NON-COLLUSION

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

2.26 ETHICAL STANDARDS

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

2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

SECTION 3.0: FORM OF CONTRACT

CONTRACT FOR DEMAND-SIDE MANAGEMENT MARKETING SERVICES AND PROGRAM BRAND MANAGEMENT SERVICES

THIS CONTRACT is made and entered into on the ____ day of _____, 2017, by _____, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to perform technical services for a project known and described as DEMAND-SIDE MANAGEMENT MARKETING SERVICES AND PROGRAM BRAND MANAGEMENT SERVICES, GPA-RFP-17-003, hereinafter called the "Project".

RECITALS

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

WHEREAS, the GPA seeks to enter into a contract for **DEMAND-SIDE MANAGEMENT MARKETING SERVICES AND PROGRAM BRAND MANAGEMENT SERVICES** with a CONTRACTOR wherein such services can be provided to the Authority for the benefit of its customers; and

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

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

SECTION I - SERVICES OF THE CONTRACTOR

The CONTRACTOR shall perform the following technical and 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 Exhibit A.
- 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. The software version used shall be compatible to current GPA standards.

SECTION II - PERIOD OF SERVICE

GPA and the CONTRACTOR agree this CONTRACT will be effective commencing _____, 2017 for a one year period (12 months) from the date of award of the contract with an option to extend the contract for two additional one-year periods, subject to the availability of funds, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding.

SECTION III - CONTRACTOR'S COMPENSATION

- A. The method of payment for this CONTRACT is (lump sum) or (hourly), not to exceed (rate) or (payment by installments) _____. Total compensation for the services performed shall be (lump sum of \$) or (not to exceed \$), plus approved adjustments. (This fee includes an allowance of \$ for reimbursable expenses, which in no event will ever be more than actual cost.) Hourly rates and fees are determined by dollar amount (USD) specified by CONTRACTOR in Exhibit A.
- B. GPA shall pay the CONTRACTOR (installments based upon monthly progress reports and detailed invoices submitted by the CONTRACTOR. Such payments shall be made to the CONTRACTOR within thirty (30) days after receipt of the progress report and detailed invoice, or one lump sum payment upon completion and within thirty (30) days after receipt of detailed invoice.)

SECTION IV – CONTRACTOR'S STATUS

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

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

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

- A. GPA shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all

terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the Project Manager.

- B. GPA shall review submittals by the CONTRACTOR and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay 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).
- C. Unless included in the CONTRACTOR'S Services as identified in Section I, GPA shall furnish the CONTRACTOR gratis, the following information or services for this Project:
 - 1. Available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI – INVOICING AND PAYMENT TERMS & CONDITIONS

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

SECTION VII - TERMINATION

GPA, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONTRACTOR, upon fourteen (14) days written notice delivered to CONTRACTOR personally or by certified mail at the address provided.

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

CONTRACTOR shall deliver to GPA all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONTRACTOR under the CONTRACT, entirely or partially completed, together with all unused materials supplied by GPA.

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

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONTRACTOR based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONTRACTOR and GPA. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

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

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

SECTION VIII – CHANGES

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

SECTION IX – ASSIGNMENT OF AGREEMENT

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

SECTION X – FORCE MAJEURE

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

SECTION XI - TAXES

CONSULTANT 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 XII – NOTICES

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

TO: Name and Address
 COPY: If Applicable, Name and Address
 FAX: Fax Number

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

SECTION XIII – GOVERNING LAW

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

SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

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

SECTION XV – INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless Guam Power Authority, its Directors, Officers, and Employees, from and against any liability, claims, judgments, costs and demands of whatever nature arising from any act, omission or negligence of the Contractor, Subcontractor, Licensees, Agents, or Employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term and performance of this contract.

SECTION XVI – DISPUTES

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

SECTION XVII – RELEASE OF INFORMATION

The 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 XVIII – INSURANCE

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

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day _____. 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.

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

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

SECTION 4.0: SCOPE OF WORK AND EVALUATION OF PROPOSALS

4.1 SOLICITATION

General

The Guam Power Authority was created in 1968 as a public corporation and autonomous instrumentality of the Government of Guam. Since that time the Authority has maintained and expanded the island wide power system on Guam. The Authority now has 469 megawatts of generation capacity, 663 miles of transmission and distribution lines, 29 substations, \$885 million in assets, and \$365 million in annual revenues. GPA currently serves approximately 46,000 customers with the U.S. Navy being the largest representing about 19% of revenues.

The Guam Power Authority was changed into a public corporation of the Government of Guam in 2002 and is governed by a five member elected Commission – the Consolidated Commission on Utilities (CCU). The CCU retains contracting authority, establishes policies and has control over the selection of top management of the Authority.

The Authority is regulated by the Guam Public Utilities Commission – a rate setting body made up of Commissioners appointed by the Governor of Guam. The PUC has established rules of operation that are similar to those of other jurisdictions within the United States. The PUC has broad regulatory authority over GPA including approval of any contracts that might have an impact on GPA's rates.

Purpose

The Guam Power Authority, in pursuit of successful management of the island's energy demand, has launched its Demand-Side Management (DSM) Program also known as the Guam Energy Sense Program. With Energy Sense, GPA envisions that customers will be able to make the most of available sustainability-related opportunities in order to help them reduce their energy use and maintain their quality of life. The program seeks to provide customers with the basic tools and information necessary so that they can make informed choices about their energy choices. To ensure the success of this program, the Authority seeks the services of a CONTRACTOR to assist in achieving the program's marketing goals and communication objectives. Services to be procured under this Request for Proposal will include and are not limited to marketing, branding, advertising, public relations, media placement, vendor relations management, and key accounts representation.

4.2 SCOPE OF WORK

The Scope of Work for this project includes the following services and is developed further in the subparagraphs under this section:

- 1) Promotional Marketing

- 2) Social Media Marketing Services
- 3) Program Branding and Signage Services
- 4) Advertising Services
- 5) Market Research
- 6) Public Relations Solutions
- 7) Monthly Progress Reports
- 8) Vendor Relations Management
- 9) Establishment of Key Accounts Representation and Related Training

GPA may wish these services delivered as turn-key DSM Marketing Services and Program Brand Management Services or as a collaborative process between GPA staff and the CONTRACTOR. However, unless severely pressed for resources and time, GPA emphasizes the team approach working collaboratively with the CONTRACTOR to develop a program model aligned with GPA's strategic goals and funding priorities.

4.2.1 PROMOTIONAL MARKETING

GPA would like to obtain promotional marketing services in able to:

- 1) Create public awareness of Energy Sense's financial incentives including the rebate incentives for efficient Air-conditioners and Washers & Dryers
- 2) Market information that would help lay-people learn and understand the benefits of high-efficiency appliances (what does Energy Star symbol mean, what do SEER's represent, etc.)
- 3) Marketing advertisements and data-driven or review-driven testimonial campaigns.
- 4) Create public awareness on ways customers can help the environment by giving them the tools and information necessary to save and conserve energy.
- 5) Identify opportunities for information and signage placement at Fadian, Julale Shopping Center, and GPA/GWA Upper Tumon branches.

4.2.2 MEDIA PLACEMENT & SOCIAL MEDIA MARKETING SERVICES

The Authority seeks services that would help establish effective media placement for the Energy Sense Program. Effective media placement will enhance the effectiveness of the program by revitalizing the program's public engagement and public outreach through use of media such as print, radio, television, social media (i.e. Facebook, Twitter, Instagram, YouTube).

Deliverables under these Services include but are not limited to:

- Developing and report social media strategy using various social media platforms
- Perform analytics on targeted digital advertising and providing consultation services regarding social media marketing
- Create or facilitate in creation of social media content including social media graphics, digital art design, info-graphics, vendor and customer testimonial videos, YouTube informational video content/video tutorials. Content ideas include but are not limited to:

-Energy-Saving Tips

- Info-graphics on Energy Conservation
- Information about Rebate Incentives available
- Lay-information on general energy terms (e.g. SEER, BTU, etc.)
- Information on Do-It-Yourself Energy Audits
- Vendor and Customer testimonials
- Tips on choosing the right Air Conditioner size

4.2.3 PROGRAM BRANDING AND SIGNAGE SERVICES.

CONTRACTOR will provide the Authority with Program Branding and Signage Services. Branded signage will include

- Exterior Signage (medium banners, artwork/posters placed on windows or doors)
- Interior Signage (pull-up banners)
- Point of Sales (stickers, shelving signage, register/tabletop signage)

Table 4-1 below shows the Signage Program Matrix. CONTRACTOR will be providing at minimum signage as specified in the matrix. Any additional signage shall be provided upon request at a predetermined price agreed upon within the Contract Agreement. Predetermined price shall be included in the price proposal and shall be negotiated before award of contract. Please see Price Proposal Worksheet

Type	Description	GPA - Fadian	GPA - GPWA	GPA - Julale	Marketing Events	Existing Vendors	Future Vendors	Total
EXTERIOR								
Exterior Banner Signage	Medium (3' x 10')		1	1	2	16	5	25
Door Sticker	Large (Logo)	2	1	1		16	25	45
Window Art	Guam Energy Sense Program logo with short marketing message [2' x 3']		2	2		16	25	45
	Specially designed artwork for Fadian windows – exterior and interior (behind customer service area)	2						2
	Specially designed artwork for Julale windows			1				1
INTERIOR								
Pull-up banners	General message	4	1	1	2	8	5	21
	Steps to earn rebate	4	1	1	2	16	5	29
Unit Display Sticker	20 per vendors for the year [One design would allow vendor to write in rebate amount]					320	200	520
Table Top Poster	Information piece, to be placed near register [8.5" x 11"]	12	6	6	6	32	50	112

4.2.4 ADVERTISING SERVICES

CONTRACTOR will provide the Authority with Advertising Services which may include the creation and publication of advertising campaigns to be published in print, radio, or television. Advertising services will also include the analysis and study of the effectiveness of existing advertisements (through customer surveys or use of other data), the management of advertising content for one-liner ads in monthly billing, and mailed brochures/letters, and trade show and booth design.

Deliverables under these Services include but are not limited to:

- Production of video advertisements to be displayed in our Fadian Branch. Video format must be compatible to a wide arrange of display hardware. CONTRACTOR shall include in its proposal the video formats it can provide to GPA.
- Manage and Facilitate creation and publication of advertising campaigns in print, radio, and televised casting.
- Produce non-copyrighted one-liner ads to be included in GPA's current paper and online billing.
- Design and Produce non-copyrighted brochures. Each brochure to be provided shall be published at a quantity not to exceed the number GPA Customer Accounts by no less than 500 count.
- Create Exposure through Home Expos, including October HomeExpo. CONTRACTOR shall be responsible for

The published content under these advertising services shall use content such as testimonials from satisfied customers recorded and produced under this contract, previously recorded customer testimonials provided by GPA Public Information Office, customer savings based on data, Guaranteed Energy Savings Program (GESp) TVC, Rebate Application Process informational video

4.2.5 MARKET RESEARCH

CONTRACTOR will provide the Authority with Marketing Research Services which may include the gathering of data and information about target markets or customers. Market Research activities will assist the Authority in making strategic decisions.

Deliverables under these Services include but are not limited to:

- Obtain and Organize Market Data (group survey, one-on-one in-depth interview)
- Market Analysis and Professional Opinion
- SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats Analysis)

4.2.6 PUBLIC RELATIONS SOLUTIONS

CONTRACTOR will provide the Authority with Public Relations Solutions which may help in conveying control messages to the public and re-fortification of the Energy Sense Program through relaying benefit information.

Deliverables under these Services include but are not limited to:

- Obtain and Organize Market Data (group survey, one-on-one in-depth interview)
- Market Analysis and Professional Opinion
- SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats Analysis)

4.2.7 VENDOR RELATIONS MANAGEMENT

Through Energy Sense, the Authority works hard in keeping a good relationship with third party vendors. As an example, the Energy Sense Program determines which Air-Conditioning Units and Washer & Dryer units are available through various Guam appliance vendors. With their help, we are up to date as to which appliance models are available for purchase, and we as an Authority can do further research to create a list of eligible products are eligible for financial incentives through rebate. CONTRACTOR will provide the Authority with Vendor Relations Management to help keep a good working relationship between the Authority and various Vendors to ensure that the Energy Sense Program or any DSM Programs that require Brand Management could obtain Vendor Relations Management Services as need.

Deliverables under these Services include but are not limited to:

- Host informational training sessions for vendors
- Provide Marketing Kit & Signage (have vendors approval to use signage for storefront and stickers to be placed directly on units qualifying for Energy Sense rebate incentive)

4.3 GENERAL DELIVERABLES

The set of General Deliverables are outlined in further detail in all sub-paragraphs under 4.2 of these RFP, the deliverables may pertain to subjects which include but may not be limited to:

- Directory of Key Center Personnel
- Status Reports & Monthly Achievements Summary
- Tabulated Fees
- Branding & Signage Materials (posters, banners, stickers, etc.)
- Video advertisements
- Televised Casting, Radio Announcements, Printed Campaigns
- Non-copyrighted One-Liner Advertisements
- Social Media Marketing- strategy development & analytics
- Info-graphics & other Social Media content
- Production of Testimonials

The paragraphs under this section will describe the nature of deliverables mentioned above. PROPONENT can use the paragraphs below as guideline as to the WORK expected to be delivered to GPA under a contract to be agreed upon by both GPA and PROPONENT.

4.3.1 DIRECTORY OF KEY CENTER PERSONNEL

CONTRACTOR must keep an up-to-date directory of Key Center Personnel. The directory will assist GPA and CONTRACTOR in identifying which personnel from CONTRACTOR and GPA

are likely candidates that have the capability to fulfill a particular role identified in proposed project team for any particular Marketing Services under this RFP. This directory will include names, phone numbers, mailing addresses, and e-mail addresses of listed key personnel, their current occupation, their work experience, and list their current direct supervisor. This directory will include staffs from both GPA and CONTRACTOR who are likely to be assigned to coordinate with each other for fulfillment of deliverable requirements. CONTRACTOR may be asked to conduct any related training necessary in establishing the Standard Operating Procedure in updating and maintaining this directory.

4.3.2 MONTHLY STATUS REPORTS

CONTRACTOR will submit one (1) bound paper original, one (1) bound paper copy, and one (1) electronic PDF format copy of monthly progress reports to GPA no later than four (4) business days after the end of each month.

The report shall include but is not limited to:

a. List of Services Provided for the month including but not limited to the following services services

- Promotional Marketing
- Social Media Marketing Services
- Program Branding and Signage Services
- Advertising Services
- Market Research
- Public Relations Solutions
- Monthly Progress Reports
- Vendor Relations Management
- Establishment of Key Accounts Representation and Related Training

b. List of Services scheduled to be provided for the following month

- Promotional Marketing
- Social Media Marketing Services
- Program Branding and Signage Services
- Advertising Services
- Market Research
- Public Relations Solutions
- Monthly Progress Reports
- Vendor Relations Management
- Establishment of Key Accounts Representation and Related Training

c. Summary of Monthly Achievements & Tabulated Fees

CONTRACTOR is required to furnish at the end of each month, a Monthly Achievements Report. This report shall serve as a supporting document for compensation of services. The report shall go over in detail all of the services provided by CONTRACTOR over the past month. The report shall also include a list of the previous month's completed work, % completion, and comparison of time completed versus scheduled time of completion.

CONTRACTOR shall keep record and tabulate all fees and costs for services, labor, hours and any other items that are subject to payment from GPA. Information of hours should also be included for WORKS that are charged by amount of man-hours. All fees and charges shall reflect Fees outlined in Contract Agreement, unless it is amended and approved by both GPA and CONTRACTOR beforehand.

CONTRACTOR shall use the provided for in Appendix H, Exhibit B as a supporting document to Vendor's Invoices and must fill out Summary of Tabulated Fees along with every incoming invoice. This tabulation of fees shall list Services performed during invoice period, the fees associated with each service, and a calculated sub-total and grand total of fees.

4.4 NON-PRICED PROPOSAL CONTENT

Proponents must submit proposals that address the following items:

1. Demonstrate team or individual team member's experience in successfully delivering Marketing Services
 - a. A list of recently completed or currently active projects
 - b. Three client references on Marketing Services projects completed within the last five years
2. Demonstrate Staff Qualifications by providing
 - a. A preliminary listing of all of VENDOR's staff, along with their résumé, making sure to include individual staff's work experience, marketing experience and skills
 - b. List individual staff assignment of duties
 - c. Propose a staff lead
3. Demonstrate Adequate Staffing
 - a. Create Staffing Team Structure to show staffing hierarchy, showing the allocation of responsibilities for the team's functions in different services to be provided under this RFP
4. Show Competency in Marketing & Advertising Services
 - a. Provide a detailed description of team's Market Research Procedure
 - b. Furnish branding and signage samples from previous customers including brief description of project summary. (sample banner design, sample sticker design, sample poster design)
 - c. Furnish two (2) samples of infographic advertisement.
 - d. Furnish two (2) samples of social media graphics or digital art design
 - e. Furnish a minimum of two (2) professional-quality sample Performance Progress Reports / Status Report for a current project for marketing and advertising services, if possible show report with Timeline of Actual Completion vs Scheduled Time of Completion
 - f. Furnish a minimum of two (2) professional-quality sample Performance Progress Reports / Status Report for a current project for marketing and advertising services, , if possible show report with Timeline of Actual

Completion vs Scheduled Time of Completion

- g. Furnish one (1) video sample of commercial (animated or recorded) advertisement, must be in mp4 format copied onto a CD, clearly labeled with Vendor Name.
 - h. Optional: Furnish any copy of previous Market Analysis Report or a SWOT Analysis from previous projects.
5. Proposal must be free of any price information.
 6. Copy of Guam Business License
 7. Executed Major Shareholder Disclosure Affidavit
 8. Completed Non-collusion Affidavit
 9. No Gratuities or Kickbacks Affidavit
 10. Ethical Standards Affidavit
 11. Declaration of Re-Compliance w/ U.S. DOL Wage Determination
 12. Restriction Against Sex Offenders

4.6 PRICED PROPOSAL CONTENT

Proponents must submit a completed Pricing Summary Form (see Appendix G, Exhibit A) in a separately sealed envelope. In the form, Proponent must list their proposed list prices for different services they offer. Any services not included in the list, but are offered by proponent can be indicated under "Other Services & Fees." Proponent may use more than one page if extra lines are needed. Proponents may also include any other paperwork to clarify fees for services, but must also be sealed together along with the Priced Proposal's Pricing Summary Form.

4.7 EVALUATION PROTOCOL

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

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

4.8 EVALUATION CRITERIA AND PROPOSAL SCORING

The table below lists the evaluation criteria and preliminary scoring. GPA will convene a committee of no less than three people for this activity.

Note: 196 points is the cutoff for acceptable proposals. Proposals scoring 196 or higher are deemed ACCEPTABLE. Proposals scoring less than 196 points are NOT ACCEPTABLE.

As per Section 4.6 Evaluation Protocol, scoring and evaluation shall occur in two steps:

Step 1: Individual Committee Member Evaluation and Scoring of Proposal

Each committee member will score each proponent's proposal using the criteria and maximum points for each criteria listed in the table above. Each Proposal will be scored for the complete scope of work.

Step 2: Committee Proposal Scoring

After all the proposals have been scored from step 1, each committee member will rank each proposal from highest scoring to lowest scoring. Only Proposals scoring at least 200 points can be ranked in Step 2.

The committee will award points for the top three ranking proposals chosen from each committee member's evaluation. Five points will be awarded to the highest ranking. Three points will be awarded to the second highest ranking. One point will be awarded the third highest ranking. The committee will then total up all the points for each Proponent. For this step, committee shall use Table 4-2 illustrated below.

The Proponent with the highest score in Step 2 is the deemed the highest qualified and the most acceptable proposal for the work scope under consideration. The next highest score is deemed the second highest qualified and second most acceptable proposal for the work scope under consideration, and so on.

Table 4-1 Proposal Evaluation Criteria

Item	Criteria	Weight	Min Pts.	Max Pts.	Highest Score	Evaluator Score	Weighted Score
1	Proponent's Experience in successfully delivering Marketing Services and Brand Management Services						
	Description of recently completed or currently active projects in delivering Marketing Services and Brand Management Services	6	1	5	30		
	Demonstration of proponent's satisfactory delivery of services including client reference information. (3 references minimum)	6	1	5	30		
2	Staff Qualifications						
	Adequate staffing – proposed team staff is adequate and comprised of staff members that are capable of fulfilling their respective individual roles to help achieve the goals of the team and its client, GPA	3	1	5	15		
	Assignment of Duties- duties and responsibilities are rightly assigned to individuals with the qualification and experience to be able to perform task (Based on résumés, will every member be able to fulfill the duties assigned to him/her? Will every member have the capacity to fulfill amount of duties assigned to him/her?)	3	1	5	15		
3	Proponent's Competency in Marketing Services & Brand Management Services						
	Market Research Procedure is organized and details show that vendor is familiar with conventional market research practices. Shows proficient knowledge in understanding market data and performing market analyses.	4	1	5	20		
	Shows capability of producing branding and signage products by furnishing samples from previous project along with a brief project summary.	4	1	5	20		
	Shows capability to provide infographic advertisements by furnishing two samples.	4	1	5	20		
	Shows capability to produce clean and easy-to-understand social media content such as computer graphics or any digital art content (photography, animated content, etc.)	4	1	5	20		
	Performance Progress Reports are of professional-quality and demonstrates satisfactory and timely completion of project deliverables. (Each report shows performance in Marketing/Advertising Services and Branding & Signage Services, respectively)	6	1	5	30		
	Sample video is clean and professionally-made. Shows capability to create a television-ready video content for advertising purposes.	4	1	5	20		
4	Project Management						
	Proponent's Staff/Lead Staff demonstrates years of experience in Project Management	4	1	5	20		
5	Time of Delivery & Others						
	The PROPONENT demonstrates capability to perform promptly and consistently completes tasks within deadlines from previous projects.	5	1	5	25		
	Previous and existing compliance by the PROPONENT with laws and regulations relative to procurement	3	1	5	15		
TOTAL:					280		

Table 4-2:

Step 2 Evaluation Score Sheet						
Highest Ranking- 5 pts; Second Highest Ranking - 3 pts; Third Highest Ranking -1 pt; all others – 0pts						
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score
Offeror 1						
Offeror 2						
Offeror 3						
Offeror 4						
Offeror 5						

APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT



GUAM POWER AUTHORITY

ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977

SPECIAL PROVISION FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

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:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203[©]. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or offer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying."

1. If the affidavit is a copy, indicate the 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.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)ss.
HAGATNA, GUAM)

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

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

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

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid/rfp for which this Affidavit is submitted are as follows:

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

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____
In and for the Territory of Guam

My Commission expires: _____

APPENDIX B NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

TERRITORY OF GUAM)
)ss.
HAGATNA, GUAM)

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

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

(Declarant)

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

Notary Public _____
In and for the Territory of Guam

My commission expires: _____

APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT

APPENDIX D ETHICAL STANDARDS AFFIDAVIT

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 _____, 2017.

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

APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS
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SPECIAL PROVISIONS

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

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

- (e) 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.
- (f) 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.
- (g) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (h) 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	Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	

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

Notary Public _____

APPENDIX G EXHIBIT A: PRICING SUMMARY FORM

APPENDIX H EXHIBIT B: SUMMARY of TABULATED FEES

