



JOSEPH T. DUENAS
Chairman

GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P.O. BOX 2977 * AGANA, GUAM U.S.A. 96932-2977



JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability	Impartiality	Competence	Openness	Value
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REQUEST FOR PROPOSAL: GPA-RFP-18-006

DESCRIPTION: GPWA Web Redesign

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

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

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

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

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

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-18-006

FOR

GPWA WEBSITE REDESIGN



JOHN M. BENAVENTE, P.E.
General Manager

MIGUEL C. BORDALLO, P.E.
General Manager

MELVYN KWEK, CISA
Chief Information Technology Officer

MANNY APURON
Information Technology Manager

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1 INSTRUCTIONS TO OFFEROR

1.1 DEFINITIONS

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

OWNER: The Guam Power Authority (GPA) and Guam Waterworks Authority (GWA), known jointly as GPWA and the General Manager or designated representative of GPA and GWA.

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

1.2 PROPOSALS

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

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

1.3 PROPRIETARY PORTIONS OF PROPOSALS

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

1.4 PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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

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

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

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

Request for Proposal No.: GPA-RFP-18-006 must be submitted before 4:00 P.M., April 26, 2018, in a sealed envelope indicating the RFP number and addressed as follows:

**To: Guam Power Authority
GPA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15
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 the Guam Power Authority requesting for interpretation. OFFERORS should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective OFFERORS, and its receipt by the OFFEROR should be acknowledged on the proposal form.

1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for Proposal, the OFFEROR must promptly notify GPA in writing no later than (4) four working days prior to the closing date of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSALS

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

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

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

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

1.9 COMPLETE PROPOSALS

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

All Proposals shall remain the property of GPA.

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

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

1.10 POST-PROPOSAL MEETING

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

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

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

1.11 PROPOSAL INCONSISTENCIES

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

1.12 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.

1.13 SUBMITTAL FORMAT

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

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

1.14 SIGNATURE

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

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

1.15 INQUIRIES

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

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

Attn: Jamie L.C. Pangelinan
Supply Management Administrator
GPA Procurement Division
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., April 12, 2018.
Inquiries received after the deadline shall not be entertained.

2 GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY

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

2.2 GENERAL INTENTION

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

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

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

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

2.4 AWARD OR REJECTION OF PROPOSALS

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

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

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

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

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

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

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

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

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

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

2.5 EXECUTION OF THE ORDER

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

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

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

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

2.6 MODIFICATION / ALTERATION

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

2.7 CONTACT FOR CONTRACT ADMINISTRATION

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

NAME: _____ TITLE: _____
 ADDRESS: _____ PHONE: _____

2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

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

2.9 LIMITATIONS

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

2.10 ACCEPTANCE OF PROPOSAL CONTENTS

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

2.11 CONTROL

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

2.12 REQUIRED FORMS

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

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

2.13 CONTRACT TERM

GPA and the CONTRACTOR agree this CONTRACT will be for a one-year period (12 months) from the date of award of the contract with the option of two (2) additional 1 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.

2.14 JUSTIFICATION OF DELAY

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

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

2.15 INVOICING AND PAYMENT TERMS & CONDITIONS

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

2.16 TAXES

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

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

2.17 LICENSING

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

2.18 COVENANT AGAINST CONTINGENT FEES

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

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

2.20 EQUAL EMPLOYMENT OPPORTUNITY

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

2.21 AMERICAN DISABILITIES ACT

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

2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY

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

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

2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

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

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

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the 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 MAJOR SHAREHOLDERS DISCLOSURE AND NON-COLLUSION

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

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

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

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

2.25 NON-COLLUSION

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

2.26 ETHICAL STANDARDS

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

2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

3 FORM OF CONTRACT

CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the ___ day of _____, 2018, by PROPONT NAME, 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 "GPWA Website Redesign", GPA-RFP-18-006, hereinafter called the "Project".

RECITALS

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

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

WHEREAS, GPA and GWA seeks to enter into a contract for **GPWA Website Redesign** 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 GPWA; and

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

SECTION I - 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 the Scope of work in GPA-RFP-18-006.
- 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 II - PERIOD OF SERVICE

GPWA and the CONTRACTOR agree this CONTRACT will be effective commencing _____, 2018 for a one (1) year period (12 months) from the date of award of the contract with an option to extend the contract for two (2) additional one (1) 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 total compensation to CONTRACTOR for services in this CONTRACT is the lump sum of: _____, plus approved adjustments.

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

SECTION IV - CONTRACTOR'S STATUS

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, 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 Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

- A. GPA shall designate a Project Manager during the term of this CONTRACT. The Project Manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the Project Manager.
- B. GPA shall review submittals by the 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 VI - INVOICING AND PAYMENT TERMS & CONDITIONS

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

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.

GPA shall make final payment within thirty (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 cost of doing work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Agreement shall be modified in writing accordingly.

SECTION IX - ASSIGNMENT OF AGREEMENT

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

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

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

SECTION XII – NOTICES

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

TO:	Name and Address
COPY:	If applicable, Name and address
FAX:	Fax number
TO:	Guam Power Authority P.O. Box 2977 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 shall indemnify and hold GPA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the CONTRACTOR provides.

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 _____, 2018. 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.

DATE

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

DATE

APPROVED AS TO FORM:

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

DATE

4 SOLICITATION AND TECHNICAL REQUIREMENTS

GPWA Website Redesign

General:

The Guam Power Authority (GPA) and Guam Waterworks Authority (GWA) known jointly as GPWA is continuously improving its Customer Service Experience through the implementation of new services and technology to improve the convenience and efficiency for customers to interact with the Authority for public document sharing, service offerings, informational releases, customer account servicing and other related public and private data. With the advent of the Authority's customers being more proficient with online and mobile services for their daily activities to also include social media, an improved web presence is required from the GPA and GWA to meet these demands.

Thus, GPWA is seeking appropriately qualified vendors to provide websites redesign, web content management services and ongoing support and maintenance of those services.

Scope of Work:

GPWA seeks a qualified, professional firm to work closely with its Public Information Officer (PIO) and Information Technology (IT) team to redesign and modernize the Guam Power Authority and Guam Waterworks Authority's web presence. This will include website development, content management and website maintenance. The redesign of GPWA's website will achieve the following:

- Create a modern, responsive, visually appealing websites that clearly represents Guam Power Authority and Guam Waterworks Authority's business processes and professional characteristics and brand attributes;
- Organize information with an easy-to-use site navigation and intuitive information architecture;
- Create an effective search function that allows site visitors to find information about the Authority's services, activities; and other related data,

The project will have two (2) sections as follows:

- Section 1 - To redesign and modernize GPA and GWA's current websites
- Section 2 - To provide monthly programming support and maintenance of GPWA's websites

Website covered by this proposal:

- GUAMPOWERAUTHORITY.COM
- PAYGPA.COM
- GUAMWATERWORKS.ORG
- PAYGWA.COM

Section 1

To redesign and modernize each of GPWA's current website to include the GUAMPOWERAUTHORITY.COM, GUAMWATERWORKS.ORG, PAYGPA.COM and PAYGWA.COM which are currently administered by an outside vendor. The redesign of each of GPWA's websites will need to achieve the following goals:

1. Website Functionality: The basic functionality of the websites should be modeled after the current published websites, but not limited, to the following:

GUAMPOWERAUTHORITY.COM

- A. Public access for customers to search, view, download and upload related information about the Authority's power rules, regulations, business processes, Utility rates and other related information.
- B. Public access for vendors to search and download related information for procurement processes, bids forms and other related information.

- C. Public access for potential and current employees to search for employment information.
- D. Public access for customer feedback for social media.
- E. Notifications on GPA outages, planned maintained, billing announcements and other related public information.
- F. Authenticated Sign on for Secure FTP access.
- G. Relinks to other related websites such as Guam Power Authority (GPA), Guam Waterworks Authority (GWA), MYENERGYGUAM.COM (GPA) and the Consolidated Commission of Utilities (CCU)

GUAMWATERWORKS.ORG

- A. Public access for customers to search, view, download and upload related information about the Authority's power rules, regulations, business processes, Utility rates and other related information.
- B. Public access for vendors to search and download related information for procurement processes, bids forms and other related information.
- C. Public access for potential and current employees to search for employment information.
- D. Public access for customer feedback for social media.
- E. Notifications on GWA outages, planned maintained, billing announcements and other related public information.
- F. Authenticated Sign on for Secure FTP access.
- G. Relinks to other related websites such as Guam Power Authority (GPA), Guam Waterworks Authority (GWA) and the Consolidated Commission of Utilities (CCU)

PAYGPA.COM

- A. Provide a public facing webpage for GPA Customer's for related bill payment processing. GPA utilizes a "Check Out" option for its payment processing from their Merchant Payment Processor so programming a "Payment Gateway" is not required.
- B. Provide a customer self-service portal that will link with GPA's Customer Information System (CIS) via built out APIs to access the following but not limited to:
 - Address Information
 - Contact Information
 - Telephone Number
 - Options for Paperless Statements
 - Historical Transaction Billings and Payments
 - Historical Power Consumption History
 - Customer Feedback and Troubleshooting
- C. Last 12-month billing history available via PDF download.
- D. Public access for customer feedback for social media.
- E. Relinks to other related websites such as Guam Power Authority (GPA), Guam Waterworks Authority (GWA), MYENERGYGUAM.COM (GPA) and the Consolidated Commission of Utilities (CCU)
- F. GPA utilizes an XML Application Integration (XAI) component of Oracle Utilities Application Framework (OUAF). This allows GPA's CIS objects to be exposed as XML based transactions or as Web Services, or both.

PAYGWA.COM

- A. Provide a public facing webpage for GWA Customer's for related bill payment processing. GWA would like to utilize a "Check Out" option for its payment processing from their Merchant Payment Processor so a "Payment Gateway" is not required.
- B. Provide a customer self-service portal that will link with GWA's Customer Information System (CIS) via built out APIs to access the following but not limited to:
 - Address Information
 - Contact Information

- Telephone Number
 - Options for Paperless Statements
 - Historical Transaction Billings and Payments
 - Historical Power Consumption History
 - Customer Feedback and Troubleshooting
- C. Last 12-month billing history available via PDF download.
 - D. Public access for customer feedback for social media.
 - E. Relinks to other related websites such as Guam Power Authority (GPA), Guam Waterworks Authority (GWA) and the Consolidated Commission of Utilities (CCU)
 - F. GWA utilizes an XML Application Integration (XAI) component of Oracle Utilities Application Framework (OUAF). This allows GPA's CIS objects to be exposed as XML based transactions or as Web Services, or both.

COMMON SITE CONSIDERATIONS

2. **Site Organization and Navigation:** Major goals for the redesigned websites include improved navigation and search capabilities. Specific requirements related to the overall structure of the websites, including home page and subsections, as well as organization of content are as follows:
 - A. Selected vendor will provide recommendations on a proposed site architecture and navigation based on input from the GPWA team, including content priorities, user needs, and web traffic and search analytics. The proposed navigation should be designed for both the homepage and subsection header pages.
 - B. End user requirements specifications should be captured prior to the development phase.
 - C. The proposed information architecture should enable intuitive navigation to content and subsections, including "breadcrumb" or similar navigation functionality.
 - D. Selected vendor should define relevant keywords based on input from the GPWA team, as well as web traffic and search analytics, and enhanced through search engine optimization.
 - E. The redesign will need to allow for the creation of static URLs (shortcuts) to allow users to access specific web pages easily.
 - F. The redesign will be required to include a prominently displayed search button or function.
 - G. Provide functionality based on the "Functionality Table" included.
 - H. Built on open source platform for optimal flexibility and scalability.
 - I. Provide a portal for GPWA team to upload common file types such as PDF, Microsoft Word/Excel and other documents for notification and publishing for the following:
 - Press releases
 - Photo Galleries from events
 - Procurement notifications and bids/RFP's
 - Job Postings
 - Public Information Notices
 - Live Streaming of GPWA events
 - Customer Surveys

3. **Visual Appeal and Branding:** The selected PROPONENT will be responsible for redesigning the Authority's websites to be consistent with GPA brand and professional characteristics as a leader in Power Generation and Distribution and GWA as a leader in Water and Wastewater Services. In addition to redesign services, the selected vendor will be asked to provide guidance on branding and logo designs. Specific requirements related to the design of the overall appearance of the websites home page and subsections are as follows:
 - A. Selected vendor will provide iterative mock up designs of both the current websites' s homepage and major subsection pages that will have a modern look and feel.
 - B. The redesigned homepage and subsections will need to adhere to GPA and GWA's existing branding and style guidelines, including use of images, logos, fonts, color schematic and keywords. Where guidelines do not currently exist, the vendor will make suggestions to branding and style considerations.

- C. The redesigned homepage and subsections will support the ability to display rotating graphics and embedded videos.
 - D. The redesigned homepage and subsections will support the ability to prominently feature “pinned” news items, hot topics and seasonal awareness initiatives.
4. **Accessibility and Mobility:** The selected vendor will be responsible for ensuring that GPA and GWA's newly designed websites meets all mobility and accessibility requirements. GPWA is seeking to improve the overall customer experience on mobile devices such as smart phones and tablets. Specific requirements include the following:
- A. The redesigned homepage and subsections will support responsive web design, including the ability to display different text sizes and page format on a range of devices such as standard desktop monitors, laptops, tablets and mobile devices.
 - B. The redesigned homepage and subsections will need to allow for the presentation of translated critical web content, as defined by GPWA staff.
 - C. The redesigned homepage and subsections will be compatible on standard web browsers including, but not limited to, the latest versions of Internet Explorer, Google Chrome, Firefox, Safari and Microsoft Edge, with improved loading time.
 - D. The redesigned homepage and subsections will be optimized for mobile access, including the ability to display top-level or consolidated content when accessed from a mobile device.
 - E. The redesigned homepage and subsections will be compatible with standard mobile operating systems, including Apple, Android and Windows, etc.
 - F. The redesigned webpages will be in compliance with the Americans with Disabilities Act (ADA) rules and regulations, e.g. WCAG 2.0 and Section 508, and maintain compliance throughout the course of contracted services.
 - G. Provide support for interactive features, such as video streaming and download of PDF, Microsoft Word/Excel or other commonly available file types for GPWA related documents.
5. **Content Management:** The selected vendor will be responsible for designing and execution of a social media strategy, to include research, plan, design, implementation and integration to GPA and GWA's websites. This may include content setup/writing, distribution and responsive feedback based on the following:
- A. Content creation, posting strategy for common social media platforms including Facebook, Instagram, Twitter, and LinkedIn.
 - B. Real-time engagement with audience and industry partners on all platforms.
 - C. Acquisition, configuration and utilization of any Content Management Software (CMS) that will assist in the Content Management.
 - D. Implement a content posting approval process – with simple easy to use workflow process in posting.
 - a. Immediate reflection of changes once document is posted
 - E. Implement access-level roles in posting approval process.
 - F. Audit trail functionality to log user, posted information, date, time and related info.
 - G. Allow embedded HTML for greater functionality.
 - H. Ability to revert back to previous version of content.
6. **Security:** The selected vendor will be responsible for designing the proper security into the websites to ensure that site is secure from hacking attempts and any potential vulnerabilities. Vendor will address security of the websites based on the following:
- A. Risk Assessment
 - B. Authentication
 - C. Authorizing and Access Control
 - D. Session Management
 - E. Data and InPut Validation
 - F. Cross Site Scripting (XSS)
 - G. Command Injection Flaws

- H. Buffer Overflows
 - I. Error Handling
 - J. Logging
 - K. Remote Administration
 - L. Web Application and Server Configuration
 - M. Pass SSL Lab Test Compliance with an A Rating
7. **Customer Support Chat:** The selected vendor will be responsible for designing and execution of a customer support chat strategy, to include research, plan, design, implementation and integration to GPA and GWA's websites. This may include content software implementation, setup and training based on the following:
- A. Recognition of Visitors - the ability to collect the appropriate user information
 - B. Routing - ability to auto accept and rule-based routing
 - C. Chats and Messages - unlimited concurrent chats, customizable canned responses and shortcuts
 - D. Operator/Permissions Management - roles and permission management based on department or skills
 - E. Branding - customizable branding and experience to enhance customer adoption
 - F. KPI Reports - geography, time, queue time, response, topic and operator performance reports
 - G. Integrations & Multi-Platform
8. **Administration/Infrastructure:** The selected vendor will provide the following:
- A. Configuration text file / Admin portal to adjust settings, app values and related configuration settings
 - B. Test environment for the websites.
 - C. A solution for a backup method for the webserver and related database.
 - D. Administrator and Content Provider Training
9. **Programming Language:** The following are the preferred programming languages (either/or):
- A. ASP.NET MVC with C# Code
 - B. Spring MVC with Java
 - C. Other programming language(s) and framework options can be suggested that are equal to or better than those listed.

Section 2:

To provide programming support and maintenance of GPA and GWA's websites to include the following:

- A. Create and maintain a content management program that results with an increase in overall visitors.
- B. Update, edit and create various graphics when required for the website. Pages are updated daily, monthly, seasonally and/or as needed.
- C. Maintain the integrity of the site and social media accounts against spam, hackers, viruses and electronic attacks via firewalls, security software and passwords and social media postings regarding inappropriate comments.
- D. Maintain link equity with our partners and stakeholders.
- E. Complete conversion tracking, measure the click through rates and have good crawl depth within the website
- F. Submit monthly reports in the forms of a dashboard format and a tabulated csv file of how the site is being used and its effectiveness. Measurements would include traffic sources, top keywords, top pages and referrals, advertising overview of paid Google ad words. Other measurable components could include unique visitors, number of visits, page views, impressions and click through rate.
- G. Drop down menus sometimes change and need to function effortlessly to ensure visitor satisfaction.
- H. Maintain the calendar of events, on a Helios Calendar web calendar or similar type as searchable by date and type of event.
- I. Events will be submitted and checked for accuracy by GPWA PIO Staff.

- J. Create seasonal electronic display ads; update icons and makes changes as needed for events, business listings and photos.
- K. Maintain the social media accounts, including, but not limited to Facebook, Twitter, and YouTube with updates and targeted promotions.
- L. Create blog posts that inform and help people to work with the Authority.
- M. This will be for a term of one (1) year with an option for another two (2) - one (1) year terms.

5 DELIVERABLES:

The following are the required deliverables after completion of project:

- A. Completed webpages to be uploaded to GPWA's hosted website location.
- B. All program code to include testing and production environments.
- C. All documentation required for the project related to the website design and build.
- D. Any 3rd party hosted accounts which are required for the operation of the website.

6 FUNCTIONALITY TABLE

Please list down available functionality that can be provided and any comments related to the below:

Component/Module Name	Function	Offered by Vendor (Yes/No)	Vendor Comment
Administration	Configuration of Website settings and app values		
Agenda Management	Upload, create and manage agendas		
Alerts & Emergency Notification	Alerts posted on website and public notifications sent out through email, text message and social media (Optional)		
Archive Center	Store agendas, minutes, newsletters and other document		
Automatic Expirations	Expiration Dating of links and content		
Application Program Interface (API)	API Integration to GPWA Customer Information Service (CIS) Application		
Broken Links Finder	Site visitors can enter comments concerning how they accessed the page		
Browed Based Administration	Update, delete and create template based web pages		
Calendar	Update/publish calendars, subscription capability		

Citizen Sourcing Tool	Optional, not required -Encourages citizen idea submission, engaging discussions, voting, etc.		
Content Management	Design and execution of a social media strategy		
Document Center	Upload/download capability, back-end ability to search within		
Dynamic Page Components	Page-specific content		
E-Notifications	Electronic subscription, scheduled notifications, SMS subscribers		
Forward To a Friend	E Mail extension – Send to		
Frequently Asked Questions	Dynamic content		
Informational Posting	Dynamic Content		
Intranet/Extranet	User restricted pages		
Mobile Browsing	Website viewable on smartphones and tablets		
Multi-Lingual Support	Dynamic Content		
News & Announcements	Dynamic Content		
News Releases	Online Publishing		
Newsletters/E-Zine	Subscription and online publishing		
Online Forms	Forms/publishing/tracking		
Photo Center	Display community photos in a central location on website		
Printable Pages	Print-friendly function		
Quick Links	Links can be placed directly on the pages		
Rotating Photos/Banner	Dynamic Image Display		
Security	Website approach to security		
Site Search	Internal site search engine, site search log		
Site Statistics	Analytics and site audit reports		
Sitemap & Breadcrumbs	Automatic updating		
Social Media Interface	Optional -Facebook and Twitter feeds		
Spotlight	Ability to highlight important text on one or more pages		

Website Reporting & Dashboard	Ability to provide website report and dashboard views		
Other Options			

7 QUALIFICATIONS

GPWA seeks a PROPONENT with excellent qualifications for in website design and content management with the following:

- A. The PROPONENT project team members should have at least five (5) years' experience in website design, content layout and programming with Java and Flash. Resumes of team members should be provided representative of such experience.
- B. PROPONENT business should have at least five (5) years in the design and implementation of content management solutions for popular social media apps.
- C. PROPONENT company should have at least five (5) years of documented experience in website design and content management. Additional proponents must submit evidence of prior work from six (6) or projects.

7.1 PROPONENT Qualifications Evaluation

GPWA will evaluate the PROPONENTS qualifications for the RFP Scope in the following areas:

- A. General RFP Scope
- B. Experience
- C. Requirement Analysis
- D. Proposed Website Design and Experience
- E. Proposed Content Management Solution and Experience
- F. Additional Options
- G. Project Management
- H. Proposed Website Design

7.1.1 Experience

GPWA seeks a PROPONENT with excellent qualifications for in website design and content management with the following:

- A. The PROPONENT project team should have at least five (5) years' experience in website design, content layout and programming with Java and Flash. Resumes of team members should be provided representative of such experience.
- B. PROPONENT business should have at least five (5) years in the design and implementation of content management solutions for popular social media apps.
- C. PROPONENT company should have at least five (5) years of documented experience in website design and content management. Additional proponents must submit evidence of prior work from six (6) or more clients.

7.1.2 Character

PROPONENT 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.

7.1.3 Code of Ethics

PROPONENT 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.

8 RFP EVALUATION CRITERIA

A team composing of five (5) members will be chosen by the Authority to evaluate the proposals based on the above criteria. Each team member will rank each OFFEROR based on points received from the total points available. A final ranking will be determined by consolidating the team members' ranking.

Section	Title	Criteria	Maximum number of Points
1	General RFP Scope	PROPONENTS must clearly describe and demonstrate its experience in delivering the scope or work.	10
2	Experience	PROPONENTS must provide evidence of their qualifications and executed projects showing requirements gathering, design, testing and deployment.	10
3	Requirement Analysis	PROPONENTS approach to understanding the business requirements and objectives of the project of the OFFERER.	10
4	Website Design	PROPONENTS proposal for developing a website design based on the understanding and requirements of the OFFERER and the Industry involved.	15
5	Content Management	PROPONENTS proposal on understanding of the business and the process for the development of a Content Management plan.	15
6	Functionality	PROPONENTS proposal to address the listed required functionality requirements.	10
7	Security	PROPONENTS must describe on how the implementation of security will be designed into the website design and its validation.	10
8	Additional Options	PROPONENTS inclusion of additional functionality, website design, content management or other options to improve the overall appearance and functionality of the website.	10
9	Project Management	PROPONENT must clearly describe the proposed project plan to include scope, tasks, dependencies, and timeline.	10
		TOTAL	100
** MINIMUM RATING REQUIRED TO QUALIFY IS 75 POINTS.			

APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)ss.
 HAGATNA, GUAM)

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

- 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:		_____

- 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

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

SUBSCRIBED 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

SUBSCRIBED 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 _____, 2018.

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, 2XXX).*

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public