



**GUAM POWER AUTHORITY  
 ATURIDAT ILEKTRESE DAT GUAHAN  
 P.O. BOX 2977 HAGÅTÑA, GUAM U.S.A. 96932-2977**

**JOSEPH T. DUENAS**  
 Chairman

**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-20-007  
 DESCRIPTION: GPWA Physical Security Services Proof of Concept (POC)

**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 format copy of each proposal, consisting of technical and commercial sections in CD, DVD, and/or USB Flashdrive at the date and time for proposal remittance.

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

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

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

[XX] OTHERS: **A Guam Business License is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Offerors MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act ([www.wdol.gov](http://www.wdol.gov)).**  
**Additionally, upon award the successful firm/individual must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.**

**\*\*\*Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property, 5GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:**  
*If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.*

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

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

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



REQUEST FOR PROPOSAL  
NO. GPA-RFP-20-007  
FOR  
GPWA PHYSICAL SECURITY POC

JOHN M. BENAVENTE, P.E.  
General Manager  
Guam Power Authority

MIGUEL C. BORDALLO, P.E.  
General Manager  
Guam Waterworks Authority

BEATRICE P. LIMTIACO  
Asst. Gen. Mgr. Administration

CHRISTOPHER BUDASI  
Asst. Gen. Mgr. Administration

JOHN J. CRUZ, P.E.  
Asst. Gen. Mgr. Technical Services

MANNY APURON  
IT Manager

KENNETH GUTERREZ  
Safety Administrator

PAUL J. KEMP, M.S.  
Assistant General Manager  
Compliance & Safety

MELVYN KWEK, CISA  
Chief Information Technology Officer

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## INSTRUCTIONS TO OFFEROR

### 1.1 DEFINITIONS

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

**OWNER:** The Guam Power Authority (GPA) 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 GPA and/or GWA 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 Proponent or Proponents 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-19-007 must be submitted before 4:00 P.M., Tuesday, April 07, 2020, in a sealed envelope indicating the RFP number and addressed as follows:**

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

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

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

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

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

## 1.5 EXPLANATION TO OFFERORS

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

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

#### **1.6 CLARIFICATION ON REQUEST FOR PROPOSAL**

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

#### **1.7 ALTERNATE PROPOSALS**

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

#### **1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

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

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

#### **1.9 COMPLETE PROPOSALS**

OFFERORS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is



acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any OFFEROR. GPA may, in its sole discretion, request from OFFERORS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

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

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

#### 1.10 POST-PROPOSAL MEETING

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

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

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

#### 1.11 PROPOSAL INCONSISTENCIES

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

#### 1.12 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  
1<sup>st</sup>. Floor, Room 101  
Telephone No: (671) 648-3054/3055  
Facsimile: (671) 648-3165  
Email: [jpangelinan@gpagwa.com](mailto:jpangelinan@gpagwa.com)

**Note:** Cut-Off Date for Receipt of Questions shall be Tuesday, March 24, 2020 at 5:00 P.M.  
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 subject to the availability of funds with the option of two (2) additional 1 year terms,

## 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<sup>©</sup>. 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.

<b>3 FORM OF CONTRACT</b>
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### CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, by PROPONT NAME, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA and the Guam Waterworks Authority, hereinafter called GWA.

GPA and GWA engages the CONTRACTOR to perform professional services for a project known and described as "PHYSICAL SECURITY PROOF OF CONCEPT (POC)", GPA-RFP-20-007, 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 Guam Power Authority (GPA) and Guam Waterworks Authority (GWA) is otherwise known as GPWA; and

WHEREAS, GPA and GWA seeks to enter into a contract for **PHYSICAL SECURITY POC** 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 GWA; 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 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-20-007.
- 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

GPA and the CONTRACTOR agree this CONTRACT will be effective commencing \_\_\_\_\_, 2020 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 GWA 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 \_\_\_\_\_, 2020. 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.

\_\_\_\_\_  
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

### PHYSICAL SECURITY PROOF OF CONCEPT (POC)

#### SCOPE OF WORK

##### 4.1 General RFP Scope

In general, the Scope of this RFP seeks Physical Security Services to the Guam Power Authority (GPA) and (GPA) and Guam Waterworks Authority (GWA) otherwise known as GPWA to:

1. Protect GPA transmission and distribution systems, transmission and distribution substations, and primary and secondary control centers, that if rendered inoperable or damaged as a result of a physical attack could result in instability, loss of load, equipment damage, or blackouts.
2. Protect GWA water well, treatment, storage, and distribution systems and primary and secondary control centers, that if rendered inoperable or damaged as a result of a physical attack could result in loss of water supply capability, equipment damage, or expose the community to potential health hazards or water contamination.
3. Protect GWA wastewater collection, treatment, storage, and distribution systems and primary and secondary control centers, that if rendered inoperable or damaged as a result of a physical attack could result in wastewater spillage, equipment damage, or expose the community to potential health hazards or wastewater contamination.
4. Protect GPA and GWA facilities against:
  - a. Damaging, operating, or tampering with electric power substations/water well/water treatment/wastewater collection/wastewater treatment/business office facility equipment and controls,
  - b. Stealing or damaging electric power substations/water well/water treatment/wastewater collection/wastewater treatment/business office facility equipment, materials, or information,
  - c. Inserting foreign material or objects onto facility grounds, buildings, or structures including but not limited to graffiti, explosives, hazardous materials, garbage, etc.
  - d. Posing a threat to the safety of GPWA personnel or customers,
  - e. Creating adverse publicity.
  - f. Terrorist acts.
5. Protect critical GPWA facilities from physical intrusions
6. Monitor, record, and report activities and intrusions to support identification and prosecution of intruders.

Facilities that may apply under this RFP include but may not be limited to:

- Power Plants (Conventional and Renewable Energy)
- Fuel Storage Facilities
- T&D Substations
- Information/Operational Technology Facilities
- Water Well Plant
- Water Treatment Plant

- Reservoirs
- Water Booster Pump Stations
- Wastewater Treatment Plant
- Wastewater Lift Stations
- Administrative Offices/Customer Services Centers.
- Any Facility GPWA determines is critical to its operations.

Proponent must describe its experience in delivering this scope of work. Please note that the RFP Scope does not include a perimeter fence or adding pole mounted lighting fixtures. The RFP scope does not include cyber security unless it involves the cyber security of the contractor's services or, the compromise of GPWA cyber assets through a physical compromise of a facility housing those assets. Please note that all Proponents must provide a one-hour demonstration of their product and service offerings.

GPA and GWA may conduct facility risk and vulnerability assessments through another Contractor under different procurements other than this RFP. The Proponent awarded a contract under this RFP shall coordinate with the GPA and GWA Risk and Vulnerability Assessment Contractor.

#### 4.2 GPWA Project Organization

GPWA will execute this project in phases:

- Pilot Phase
- Phase 1 – Highest Priority (Critical) Assets
- Phase 2 – High Priority Assets
- Phase 3 – Medium Priority Assets
- Phase 4 – Lower Priority Assets
- Phase 5 – Field Assets.

The Pilot Phase will include physical security services for three or more critical sites each for GPA and GWA, respectively. GPWA will evaluate the services for a negotiated pilot period to determine whether to proceed to the next phase. At the end of each project phase, GPWA will evaluate whether to continue to the next project phase. GPWA will work with the Physical Security Contractor to perform additional vulnerability assessments to determine what assets/sites will fall in each project phase. Phase 5 may include assets that are out in the field and not related to a particular building or cluster of buildings such as areas experiencing high incidences of copper theft, vandalism or where compromise may lead to high impact consequences.

The GPWA Physical Security Program organization consists of:

1. Physical Security Executive Steering and Sponsorship Team (PSEST)
2. Physical Security Project Execution Team (PSPET)
3. Physical Security Operational Team (PSOT).

The Physical Security Executive Sponsorship Team is comprised of the GPA and GWA General Managers and their delegates, the GPA Assistant General Managers of Administration, Operations, and Engineering & Technical Services, GWA Assistant General Manager of Compliance and Safety, GWA Chief Engineer, and GPA and GWA Chief Financial Officers. The co-chairpersons for this team are the GPA Assistant General Managers of Administration and GWA Assistant General Manager of Compliance and Safety. The co-chairpersons shall develop a charter for the Physical Security Executive Steering Sponsorship Team.

Kenneth Gutierrez, CWCP (GPA Safety Administrator) and Wade Tenorio, CSMS are the co-chairman for the Physical Security Project Execution Team. The co-chairpersons shall develop a charter and team operating agreement for this team. GPA Engineering will execute this procurement.

## 5 Definitions

The following definitions apply to this RFP.

### 5.1 General Definitions

1. Proponent - Firms participating in this RFP with the aim to earn a contract award for the services described in this RFP.
2. Contractor - The successful Proponent who has been awarded a contract for the services described in this RFP.
3. GPWA - Collectively and separately the Guam Power Authority and Guam Waterworks Authority.
4. RFP - "Request for Proposal" procurement method or procurement documents

### 5.2 General Physical Security Guideline Definitions

#### 5.2.1 **Assess**

The process of evaluating the legitimacy of an alarm and the procedural steps required to respond.

#### 5.2.2 **Assurance**

Assurance ensures electric power system integrity and availability by promoting the regular evaluation of physical and cyber security measures. A sub-tier component includes the identification of appropriate levels of risk management.

#### 5.2.3 **Audit**

Physical Security Systems must include audit processes and supporting technology for the review and inspection of physical security measures to evaluate effectiveness.

#### 5.2.4 **Avoidance**

Avoidance ensures electric power system integrity and availability by:

1. Promoting development and implementation of security policies, standards, and procedures;
2. Using outreach programs; and



3. Providing education programs to enhance and maintain appropriate levels of cyber and physical cyber security.

Education programs may include but may not be limited to:

1. GPWA First Responder Awareness and Interoperability Training for GPWA Critical Infrastructure Physical Security Issues and Policies;
2. GPWA Employee Awareness Training for GPWA Critical Infrastructure Physical Security Issues and Policies;
3. Board of Directors and Executive Management Level Awareness Training.

Outreach programs may include but may not be limited to:

1. First Responder Awareness Training for GPWA Critical Infrastructure Physical Security Issues;
2. Desktop Drills with First Responders, Government Officials, DoD, and Major Customers;
3. Community Awareness Programs.

#### 5.2.5 **Communicate**

Physical Security Systems must include Communication systems utilized to send and receive alarm/video signals and voice and data information. Also, these systems must include the documented process for communicating detected intrusions. Contractor shall provide third-party communication systems and not use the GPWA network.

#### 5.2.6 **Delay**

Physical security measures installed to delay/impede an intruder's access to a physical asset and provide sufficient time for incident assessment and response.

#### 5.2.7 **Detection**

Detection protects electric power systems through monitoring, identification, central reporting and analysis of operational, physical threats and/or incidents. Detection promotes reporting of threat warnings and threat prevention information back to appropriate individuals within and external to GPWA.

GPWA and the Proponent awarded a contract under this RFP will discuss and further refine the list operational threats and incidents that the physical security services will monitor, identify, report, and analyze. Physical security services will include but are not limited to installation of devices to monitor chlorine levels and pump operating status which can cause risks to public health and service delivery if tampered, as well as other operational threats and incidence responses to GPA and GWA hazardous material handling systems.

#### 5.2.8 **Intelligence**

Intelligence are measures designed to collect, process, analyze, evaluate and interpret data on potential threats and transform it into actionable information.

### 5.2.9 Physical Intrusions

Physical intrusions include unauthorized or unpermitted entry into or exit out of a facility. Physical intrusion categories include:

- a. Pedestrian: A person walking onto the GPWA facility either accidentally or for the purpose of vandalism, robbery, theft, dumping, or other illicit activities.
- b. Vehicular: A vehicle driven into a GPWA facility either through an open gate or through the perimeter fence or wall. This intrusion may be for the same purposes listed in item a), or may be the result of an accident.
- c. Projectile: Foreign objects thrown or propelled into GPWA facility that may damage substation or facility equipment or the control room (e.g., rocks, kites, bottles, missiles, explosives, and bullets).

### 5.2.10 Recovery

Recovery promotes methods for timely investigation of operational, physical or cyber security incidents and rapid recovery/restoration of services supporting the delivery of electric power services. Lessons Learned from this layer are incorporated into the other tiers.

### 5.2.11 Respond/Response

Response activities are the immediate measures taken to assess, interrupt, and/or apprehend an intruder.

## 5.3 Physical Security Site Definitions

### 5.3.1 Entity

The specific facility and assigned critical asset owner or operator. A component of GPWA organization and facilities.

### 5.3.2 Critical Asset

Those facilities, systems, and equipment which, if destroyed, damaged, degraded, or otherwise rendered unavailable, would cause or have:

- Significant impact on the ability to serve large quantities of customers for an extended period of time;
- A detrimental impact on the reliability or operability of the electric grid; and/or
- Significant risk to public health and safety.

### 5.3.3 Intruder

An Intruder is any unauthorized individual(s) or any individual(s) performing unauthorized activity within the substation or facility.

### 5.3.4 Layered Physical Security

Layered Physical Security Systems provide Physical Site Security and provide remote and local alarming of an event including layers of defense of critical assets within a substation or facility to deter and delay further intrusion or deleterious consequences.

### 5.3.5 Physical Site Security

Physical Site Security are the measures taken to prevent the intrusion of an un-authorized and /or ill-intentioned individual(s) to designated space area or facilities. Additionally, they are the measures taken to prevent the insertion of foreign materials to this same area.

### 5.3.6 Physical Security Perimeter

The Physical Security Perimeter are boundaries for which ingress and egress must be restricted, controlled, and monitored. The Physical Security Perimeter system may include physical or virtual gates, doors, walls, fences.

### 5.3.7 Security Assets

Security Assets include but may not be limited to fences, gates, alarm systems, guards, and other security elements that can individually or as a system be applied to critical electrical assets to maintain reliability or reduce risk. Security Assets include but may not be limited to:

- Card Keys
- Special Locks
- Security Guard (roving)
- Fence
- CCTV
- Door & Gate Open (SCADA)
- Alarm System(s)
- Motion Detectors

### 5.3.8 GPWA Facility Secure Area

The area contained within the first or outer substation or facility physical security perimeter.

## 5.4 GPWA Facility Security Asset Definitions

### 5.4.1 Alarm System

Alarm Systems typically incorporate several security solutions into a surveillance and alarming package. These package solutions are usually specific to a high-risk GPWA facility, do not interface with any other system, and are set up to provide enhanced forensic evidence at that site.

### 5.4.2 Card Keys

Card Keys provide a means for electronic access where the access rights of the cardholder are predefined in a computer database. Access rights may differ from one physical perimeter to another.

### 5.4.3 CCTV

CCTV can be very effective in GPWA facility settings. Examples of pre-processed video surveillance that “cans” or captures images of activity in the GPWA facility preceding a security alarm can provide the system operator or security operator a “quick review” of the GPWA facility without requiring an operator to monitor traditional CCTV screens in real time.

#### 5.4.4 Customizable Business Intelligence Services

Customizable Business Intelligence Services may include but not be limited to providing:

1. Business intelligence;
2. Layered defense systems tailored for specific substations or facilities based upon their individual risks for compromise and the magnitude of the impacts resulting from compromise.

#### 5.4.5 Door & Gate Open/Close Alarms

These alarms are typically based on some sort of "contact status" that indicates a door, window, or gate has been opened. These alarms are particularly useful when used in conjunction with some sort of "attended station" status. Note:

While these alarms, if received via SCADA, at most will represent only a handful of additional status points for the most critical substation, appropriate attention to RTU scan loading should be considered.

#### 5.4.6 Electronic Access Control Systems

Electronic Access Control Systems may include but are not limited to key fobs, proximity cards, swipe cards, biometric systems, pin access systems, etc.

#### 5.4.7 Extended Footage Storage

Extended Footage Storage is archival storage for hi-definition video and audio for 90+ or customizable amount of days.

#### 5.4.8 Fence

A Fence is the minimal security asset and usually defines the first physical security perimeter encountered at the substation. There are several levels of fencing ranging from solid material, to standard chain link fencing (most common), to cable reinforced chain link fence. A Fence may also be a virtual security element.

#### 5.4.9 LPR Systems

LPR Systems provide high resolution License Plate Recording for all vehicular entering or leaving the Physical Security Perimeter. It may include License Plate Recording for parked vehicles at a customizable distance from the Physical Security Perimeter.

#### 5.4.10 Motion Detectors

Motion Detectors use various means to detect motion in a specific area.

#### 5.4.11 Resilience & Redundancy

Resilience means a system provides graceful performance degradation under unusual circumstances. For example, if the facility perimeter lights are shut off, the system can operate using infrared. Redundancy means a system has a backup device(s) that maintains the same functionality whenever the primary system stops functioning. Resilient & Redundant Systems are often backed up by UPS battery power systems, alternate communications, etc.

### 1.1.1 Security Guard

Roving Security Guards may include security personnel providing random patrols of multiple facilities or multiple areas in a single facility. Fixed Security Guards include security personnel providing security over a designated area from which they do not leave. They defend an area.

Security Guards are typically used for special events, periods of high threat levels, areas experiencing high intrusion levels, areas having a significantly high impact if compromised, or areas that serve as staging areas for construction.

### 1.1.2 Special Locks

Special Locks may include locks with non-reproducible keys, magnetic locks that must be opened remotely, and possibly some sort of interlock system that restricts access through one perimeter while another is open.

## 1.2 Physical Security Design Strategy Definitions

### 1.2.1 Crime Prevention Through Environmental Design (CPTED)

Crime Prevention Through Environmental Design is an approach to problem solving that considers environmental conditions and the opportunities they offer for crime or other unintended and undesirable behaviors. CPTED attempts to reduce or eliminate those opportunities by using elements of the environment to:

- Control access;
- Provide opportunities to see and be seen; and
- Define ownership and encourage the maintenance of territory.

### 1.2.2 Protection in Depth

Protection in Depth is a strategy that seeks to delay rather than prevent the advance of an attacker, buying time by yielding space. Rather than defeating an attacker with a single, strong defensive line, defense in depth relies on the tendency of an attack to lose momentum over a period of time allowing time to respond

## 2 Introduction

Physical security typically comprises eight distinct concepts, these are:

- Deter
- Detect
- Delay
- Assess
- Communicate
- Respond
- Intelligence
- Audit.

Together, these elements provide a consistent “systems approach” for protecting critical assets. Although application of these five elements may differ between GPWA facilities, they all apply to some degree. PROPONENTS must provide evidence of their qualifications and executed projects showing how their services incorporates, executes, and maintains these elements.

### 3 Facility Risk Categories

GPWA has performed and continues to perform risk assessments on all of its facilities and to prioritize each facility based on its criteria for threat, vulnerability, and consequences. Table 1 illustrates how various facility security solutions might be applied based on the criticality category of the substation or facility. Table 1 is for illustration purposes only. GPWA will negotiate with the successful Contractor to determine the actual security configurations and requirements. The Proponent’s proposal must clearly describe and demonstrate how its various security solutions might be applied based on the criticality category of the substation or facility.

GPWA’s physical criteria categories for its substations, facilities and assets include:

- Category 1 includes the most critical facilities;
- Category 2 includes moderately critical facilities;
- Category 3 includes the least critical facilities.

**TABLE 1 – SECURITY ASSET REQUIREMENTS BY CATEGORY**

<b>Security Assets</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>RFP Scope</b>
Card Key	▲	▲		▲
Special Locks	▲	▲	▲	▲
Security Guard (roving)	▲			
Fence	▲	▲	▲	
CCTV	▲	▲		▲
Door & Gate Open (SCADA)	▲	▲		▲
Alarm System	▲	▲		▲
Motion Detectors	▲	▲		▲

### 4 Notional Elements for Physical Security

As part of executing Physical Security at its facilities, GPWA may consider the following elements below that can generally be implemented with currently available technology:

1. Fencing, walls, gates, and other barriers to restrict access to the facility for both safety and security purposes;
2. Limiting access to authorized persons through measures such as unique keying systems, “smart locks,” high-security locks, access card systems, or the use of security personnel;

3. Access control measures to identify and process all personnel, visitors, vendors, and contractors, (i.e., photo ids, visitor passes, contractor ids) to be displayed while in the site/facility;
4. Alarm systems to monitor entry into site/facility grounds;
5. Perimeter alarm systems to monitor forced intrusion into and surveillance of the site/facility;
6. Alarms, CCTV, and other security systems reporting to an attended central security station that can then be evaluated and entity personnel or law enforcement authorities dispatched to investigate a potential problem;
7. Guards;
8. Vehicle barriers;
9. Adequate lighting; that provides visibility for observation and optimum CCTV functionality;
10. Signage; to warn potential intruders;
11. A comprehensive security awareness program;
12. Roving and fixed security patrols or fixed station security staffing;
13. Projectile barriers to protect vulnerable equipment or personnel;
14. Security surveys and other risk assessment programs; and
15. Flexibility for increasing or lowering the levels of physical security measures based on changes in threat levels, evolving threat scenarios, and facility risk categories.

#### 4.1 Physical Security Elements Provided by Contractor

The Contractor shall provide the following physical security elements specifically and be amenable to providing other physical security related services and security elements as requested:

1. Provide limiting access technology and security processes applied to authorized persons entering and leaving GPWA facilities through measures such as unique keying systems, "smart locks," or access card systems;
2. Provide equipment, software, and security processes that work with GPWA access control measures to identify and process all personnel, visitors, vendors, and contractors such as photo ids, visitors passes, contractor ids displayed while in the substation or designated facility, and LPR systems;
3. Provide alarm systems to monitor entry and exit into substation or other designated facility grounds including remote, real-time visual displays with audio, LPR systems;
4. Provide perimeter alarm systems to monitor forced intrusion into and surveillance of the facility in real-time including high resolution cameras;
5. Provide alarms, CCTV, and other security systems reporting to an attended central security station that can then be evaluated and entity personnel or law enforcement authorities dispatched to investigate a potential problem;
6. Provide security related signage throughout GPWA facilities.;

The Contractor shall provide the above as a service. GPWA will not purchase equipment. Proponent proposals shall describe their capabilities and experience in providing the above physical security elements. Proponent proposals shall also discuss how their physical security services may integrate with first responders, GPWA security personnel, and third-party security personnel in responding to intrusions and threats.

## 5 Designing Physical Security Considering Intruder Intent

In designing a physical security system, the contractor shall consider the objective of the intruder. The six major objectives describing intruder behavior include:

- Damaging, operating, or tampering with substation/facility equipment and controls,
- Stealing or damaging substation equipment, materials, or information,
- Posing a threat to the safety of GPWA personnel or customers,
- Creating adverse publicity
- Inserting foreign material or objects onto facility grounds, buildings, or structures including but not limited to graffiti, explosives, hazardous materials, garbage, etc.
- Terrorist acts.

Proponent proposals shall describe their capabilities and experience in providing Physical Security services design considering intruder intent.

## 6 Utility References

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

Proponents must design and provide Physical Security Services based on a comprehensive site survey and security audit of GPWA facilities as well as an interview with the GPWA Physical Security Team. Proponent Proposals shall discuss how they have approached the following in providing similar services to other utility customers:

- Physical Response
- Vulnerability and Threat Assessment
- Threat Response and Incident Reporting
- Emergency Plans
- Continuity of Business Processes
- Communications
- Cyber Security
- Employment Background Screening
- Protecting Potentially Sensitive Information.

## 7 Proponent Background Checks

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



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

#### 7.1 Entry of Foreign Nationals to GPWA Facilities

GPWA facilities are designated as critical infrastructure. The Guam Homeland Security/Office of Civil Defense (GHS/OCD) requires that ALL foreign nationals clear a Background Investigation (BI) prior to any entry into GPWA critical infrastructure facilities (CIF). Clearance must be facilitated through the GPWA Safety Division. GPWA critical infrastructure include but may not be limited to:

- Power Plants (Conventional and Renewable Energy)
- Fuel Storage Facilities
- T&D Substations
- Information/Operational Technology Facilities
- Water Well Plant
- Water Treatment Plant
- Reservoirs
- Water Booster Pump Stations
- Wastewater Treatment Plant
- Wastewater Lift Stations
- Administrative Offices/Customer Services Centers
- Any Facility GPWA determines is critical to its operations.

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

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

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

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

## 8 Interactive Activities with GPA and GWA

The Successful Proponent must communicate with GPA Power System Control Center (PSCC) and GWA System Control Center (SCC) whenever there is reason to believe the vehicle and/or persons are not authorized to enter the facility.

All personnel who need to enter the facility should notify PSCC for GPA facilities or SCC for GWA facilities. Contractor work should be coordinated with PSCC or SCC in advance. GPA PSCC and GWA SCC should provide this information to the Physical security services provider in advance insofar as practical.

The Physical security services provider will work with PSCC and SCC to develop a standard protocol for communications and interactive actions.

## 9 Business and Legal Requirements

Proponents must be aware of the legal requirements for doing business on Guam. Upon completion of negotiations with the success Proponent, the Proponent must obtain a Guam Business License prior to contract award or as a condition of award.

## 10 Related Documents and Links

This RFP requires Proponents to be very familiar with the following sources of information and their contents for the Electric Utility Sector:

1. Security Guidelines for the Electricity Sector: Guideline Overview, NERC, URL: <http://www.iwar.org.uk/cip/resources/nerc/Security%20Guidelines%20for%20the%20Electricity%20Sector%20-%20Version%201.pdf>
2. Security Guidelines for the Electricity Sector: Physical Security, NERC, URL: [http://www.nerc.com/docs/cip/sqwg/Physical\\_Security\\_Guideline\\_20120518\\_Final.pdf](http://www.nerc.com/docs/cip/sqwg/Physical_Security_Guideline_20120518_Final.pdf)
3. NERC CIP-014-2 – Physical Security (latest revision)
4. IEEE Guide for Electric Power Substation Physical and Electronic Security, IEEE STD 1402-2000, January 2000.
5. Threat Alert System and Physical Response Guidelines for the Electricity Sector: Definitions of Physical Threat Alert Levels; A Model for Developing Organization Specific Physical Threat Alert Level Response Plans, Version 2.0, October 8, 2002. NERC, URL: [http://www.iwar.org.uk/infocon/threat-levels/tas\\_physical\\_V2.pdf](http://www.iwar.org.uk/infocon/threat-levels/tas_physical_V2.pdf)
6. Copper Theft Strategies, Ronald J. Niebo, NERC. November 20, 2006.

7. A Comparison of Electrical Sector Cyber Security Standards and Guidelines, INEEL/EXT-04-02428, U.S. Department of Homeland Security, Version 0.0, October 28, 2004. URL: [https://www.asdwa.org/wp-content/uploads/2017/05/2017-CIPAC-Water-Sector-Roadmap\\_FINAL\\_051217-1.pdf](https://www.asdwa.org/wp-content/uploads/2017/05/2017-CIPAC-Water-Sector-Roadmap_FINAL_051217-1.pdf).
8. Urgent Action Cyber Security Standard, NERC, August 13, 2003, URL: <http://www.esisac.com/libraryguidelines.htm>
9. An Approach to Action for the Electricity Sector, Version 1, NERC, June 2001, URL: <http://www.esisac.com/library-other.htm> <http://www.nerc.com>
10. Threat Alert Levels and Physical Response Guidelines, NERC, October 2002, URL: <http://www.esisac.com/library-guidelines.htm>
11. Threat Alert Levels and Physical Response Guidelines, NERC, November, 2001, URL: <http://www.nerc.com>
12. Threat Alert Levels and Cyber Response Guidelines, NERC, March, 2002, URL: <http://www.nerc.com>
13. NERC Sabotage Reporting Standard CIP 001, URL: [http://www.nerc.com/~filez/standards/Reliability\\_Standards.html#Critical\\_Infrastructure\\_Protection](http://www.nerc.com/~filez/standards/Reliability_Standards.html#Critical_Infrastructure_Protection)
14. NERC Sabotage Reporting Standard CIP 002 – CIP 009, URL: [http://www.nerc.com/~filez/standards/Reliability\\_Standards.html#Critical\\_Infrastructure\\_Protection](http://www.nerc.com/~filez/standards/Reliability_Standards.html#Critical_Infrastructure_Protection)
15. Risk Assessment Methodologies for the Electric Sector, NERC, September 2005, URL: <http://www.esisac.com/library.htm>

This RFP requires Proponents to be very familiar with the following sources of information and their contents for the Water/Wastewater Utility Sector:

1. Process Control System Security Guidance for the Water Sector, AWWA, 2017, URL: <https://www.awwa.org/Portals/0/files/legreg/documents/AWWACybersecurityguide.pdf>
2. Roadmap to a Secure and Resilient Water and Wastewater Sector. URL at <https://www.awwa.org/portals/0/files/legreg/documents/2017cipacwatersectorroadmap.pdf>
3. Guidelines for the Physical Security of Water Utilities and Guidelines for the Physical Security of Wastewater/Stormwater Utilities (ANSI/ASCE/EWRI 56-10 and 57-10)
4. The Roadmap to Secure Control Systems in the Water Sector. Water Sector Coordinating Council (WSCC) Cyber Security Working Group (CSWG). 2008. URL at <https://www.awwa.org/portals/0/files/legreg/security/securityroadmap.pdf>

Proponents must provide utility references and related work indicating their familiarity with Electric Power and Water/Wastewater United States Utilities operating under the guidance of the above documents.

**6 CONFIDENTIALITY, SECURITY AND SAFEGUARD**

1. GPA may allow certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, and are located in sensitive locations, or may have capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of GPA.
2. The Contractor, Contractor's employees or subcontractor who, in the performance of this Contract, will be assigned to work in positions determined by GPA to be positions of special trust, which will require to submit background check and be approved by GPA Chief Information Technology Officer or designee to work on this Contract.
3. The Contractor, Contractor's employees or subcontractor may have access to confidential information. These provisions are applicable to GPA's policies, procedures, local, state and or federal laws which govern disclosures of any confidential information processed, stored, received or used by GPA.
4. The Contractor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this agreement.
5. Except as necessary to fulfill the terms of this agreement and with the written permission from GPA, the Contractor and Contractor's employees or subcontractor shall not divulge to third parties any confidential information obtained in the course of performing this Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of GPA

If the Contractor, Contractor's employees or subcontractor have access to confidential information in order to fulfill Contractor's obligations under this agreement, Contractor agrees to abide by all applicable Information Technology Security procedures and policies. The Contractor, Contractor's employee, subcontractor or any other individuals to whom Contractor exposes confidential information obtained under this agreement, shall not store, or allowed to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.

## 7 QUALIFICATIONS

GPWA seeks a PROPONENT with excellent qualifications in support of Physical Security for similar type industries in Electric Power, Water, Wastewater and other critical infrastructure:

### 7.1 PROPONENT Qualifications Evaluation

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

- A. General RFP Scope
- B. Experience of Team
- C. Specifications of Work to be Performed
- D. Qualifications of Proposed Project Team
- E. Proposed Project Plan

### 7.2 Company Experience

The respondent's response should include an organizational write-up. The organizational write-up should be no more than five (5) pages that provide some background on the organization as a whole. The remainder of this section should concentrate on the respondent's experience in the utilities industry.

The following should be included within this section of the respondent's proposal:

1. How long the company has been in business?
2. Are there pending buyouts, mergers or acquisition offers which could be disclosed at this time?
3. Whether the company is a public or privately owned firm.
4. Provide acquisition or merger history.
5. A brief description of the company size and organization.
6. Total number of company employees.
7. The type of Industry experience the company has worked with.

### 7.3 Client List and References

For every utility listed in the section above, respond by completing this matrix and including in **APPENDIX 1** of your response:

Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	

### 7.4 Project Team

The respondent's proposal should detail their proposed project organization and key personal qualifications by providing the following:

#### 7.4.1 Organizational Chart

The respondent shall provide a proposed organization chart identifying all project functions with associated roles for both the respondent and the expected number of full time employees for each function. The respondent shall provide a description for each role, clarifying responsibility of each personnel.

The respondent shall provide all personnel required to successfully complete proposed project activities and shall identify specific individuals for those key positions identified within the organization chart.

GPA reserves the right to approve any and all personnel changes or to request personnel changes as deemed appropriate during the course of the project.

#### 7.4.2 Key Project Personnel Resumes

Respondent shall provide in their proposal resumes of the key positions identified in the organizational chart requirement above.

## 8 RFP EVALUATION CRITERIA

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

GPWA 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. GPWA may continue in this fashion until it awards a contract or runs out of PROPONENTS to negotiate with.

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. The score will be based on a 120-point scale and will measure the degree to which each proposal meets the following criteria based on the below:

Item	Title	Criteria	Max Score	Weight	Max Score Weighted
1	General RFP Scope	PROPONENT must clearly describe and demonstrate its experience in delivering the scope or work.	100 pts.	20%	20 pts.
2	Experience of Team	Experience of team members that will be involved on the project. To include the level of relevant experience, professional certifications related to the field and prior and current job duties.	100 pts.	20%	20 pts
3	Specifications of Work to be Performed	PROPONENT's specifics/details on how the work will be performed. This will include but not limited to processes, tools, templates, personal, resources and other related items required for the completion of the project.	100 pts.	30%	30 pts
4	Prior Related Contract Experience	The PROPONENT must have a minimum of three (3) contracts similar in scope, that was completed or has been fulfilled for in the last 24 months.	100 pts.	25%	25 pts
5	Company's Prior Performance	PROPONENT's track record of project completion, delivery, client list, client references, and history with other companies on similar type of projects.	100 pts.	20%	20 pts
6	Proposed Project Plan	PROPONENT's detailed project plan outlining the overall project, goals, timeline,	100 pts.	30%	30 pts

		milestones, expectations, deliverables and other related project information.			
			TOTAL		Max. of 145 Points
** Qualification cutoff will be a minimum of 90 pts					



<b>APPENDIX 1</b>	<b>CLIENT LIST REFERENCES</b>
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Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	
Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	
Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	
Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	
Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	
Company Name	
Industry	
Size of Company	
Contact Name and Title	
Telephone Number	
Email Address	

**APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

**MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

TERRITORY OF GUAM            )  
   )ss.  
 HAGATNA, GUAM                )

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

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

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

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

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

Further, affiant sayeth naught.

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

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

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

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

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

**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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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).*

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Signature of Bidder                      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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