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General Counsel
Guam Power Authority
688 Route 15, Suite 302
Mangilao, Guam 96913
Ph: (671) 648-3203/3002
Fax: (671) 648-3290



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:

The Application of the Guam Power Authority
to Approve the Procurement of Merchant
Services.

GPA DOCKET NO. 21-08

PETITION FOR CONTRACT REVIEW

COMES NOW, the GUAM POWER AUTHORITY (GPA), by and through its counsel of record, D. GRAHAM BOTHA, ESQ., and hereby files GPA's Petition for the Public Utilities Commission of Guam to review and approve GPA's request for approval of the procurement of Merchant Services, as follows:

BACKGROUND

The Guam Power Authority and Guam Waterworks Authority are nearing the end of its contract for merchant services under which it has been able to accept credit and debit card payments which will expire in May 2021. Customer Care and Billing (CC&B) integrates payment solutions with website, point of sale, mobile applications, and pay by phone. The CCU in Resolution 2021-06 has approved GPA's request for approval of the procurement of Merchant Services.

DISCUSSION

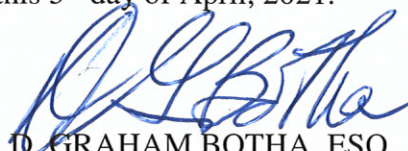
GPA hereby petitions the PUC, pursuant to the Contract Review Protocol for the Guam Power Authority, approved by the PUC, to review and approve the procurement for Merchant Services. In support of this Petition, GPA hereby provides the PUC with Consolidated Commission on Utilities (CCU) Resolution No. 2021-06, which authorizes the General Manager

1 to proceed with the procurement for Merchant Services. Said resolution and its exhibits are
2 attached herein as Exhibit A, and incorporated by reference herein as if fully set forth. The
3 exhibits include a copy of the draft Invitation for Bid.

4 **CONCLUSION**

5 The PUC should approve GPA's request to proceed with the procurement of Merchant
6 Services. Merchant Services are used with Customer Care and Billing for credit cards and debit
7 cards, and a contract is reasonable, prudent, and necessary.

8 **RESPECTFULLY SUBMITTED** this 5th day of April, 2021.

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11 D. GRAHAM BOTHA, ESQ.
12 GPA General Counsel
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CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority

P.O. Box 2977 Hagatna, Guam 96932 | (671) 648-3002 | guamccu.org

GPA RESOLUTION NO. 2021-06 GWA RESOLUTION NO. 15-FY2021

AUTHORIZING THE MANAGEMENT OF GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY TO PROCURE MERCHANT SERVICES

WHEREAS, the Guam Power Authority (GPA) and Guam Waterworks Authority (GWA) implemented Customer Information System software called Customer Care & Billing, which integrates payment solutions with website, point of sale, mobile application, and pay by phone; and

WHEREAS, GPA and GWA are nearing the end of its contract for merchant services under which it has been able to accept credit and debit card payments; and

WHEREAS, GPA and GWA determined it should issue a new request for proposal (RFP) for merchant services; and

WHEREAS, the term of the merchant service RFP being requested will be for one (1) year period with options for four (4) additional one (1) year extensions.; and

WHEREAS, annual cost varies with the volume of customer usage but could be approximately \$1.3M per year; and

1 **NOW BE IT RESOLVED**, the Consolidated Commission on Utilities, subject to the
2 review and approval of the Public Utilities Commission, does hereby approve and authorize the
3 following:

- 4
- 5 1. The GPA General Manager and GWA General Manager are authorized to issue a request
6 for proposal for the merchant services for both the Guam Power Authority and the Guam
7 Waterworks Authority.
8
- 9 2. The annual cost of merchant services is expected to be approximately \$1.3M per year.
10

11

12 **RESOLVED**, that the Chairman certifies and the Board Secretary attests to the adoption
13 of this Resolution.
14

15 **DULY AND REGULARLY ADOPTED AND APPROVED THIS 23RD DAY OF**
16 **MARCH 2021.**
17

18

19 Certified by:

Attested by:

20

21 

22 

23 **JOSEPH T. DUENAS**

MICHAEL T. LIMTIACO

24 Chairperson

Secretary

25 Consolidated Commission on Utilities

Consolidated Commission on Utilities

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SECRETARY'S CERTIFICATE

I, **Michael T. Limtiaco**, Board Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and correct copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

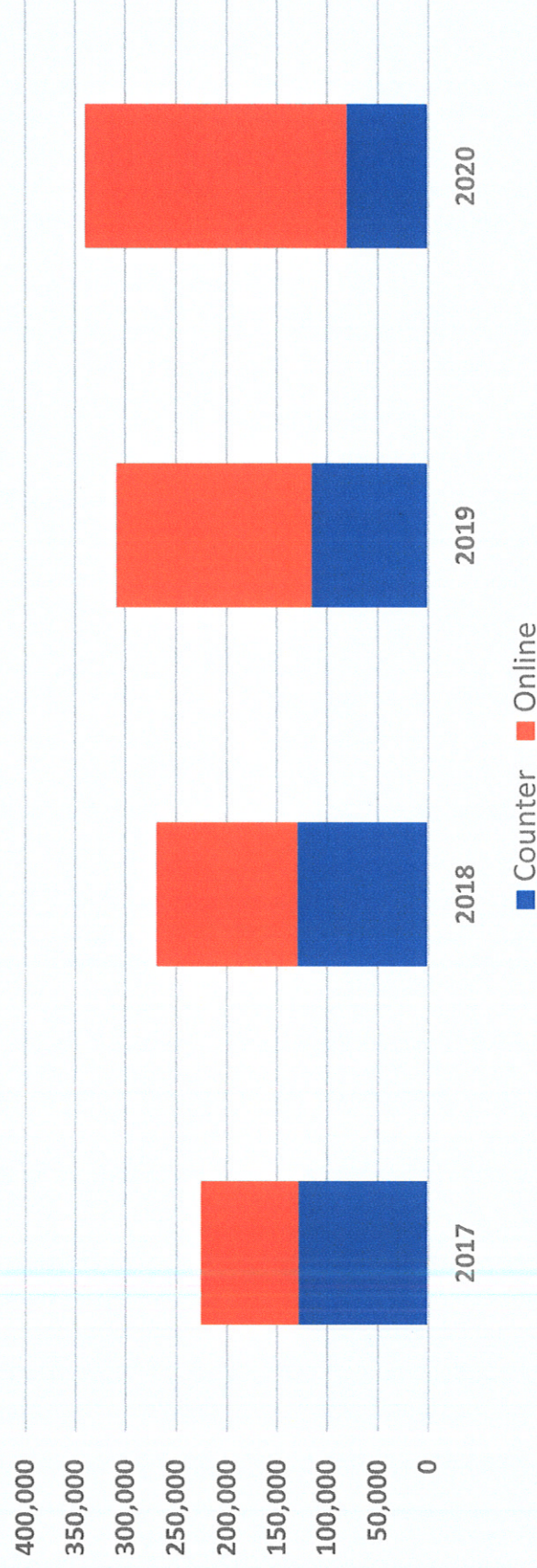
Ayes:	<u>5</u>
Nays:	<u>0</u>
Absent:	<u>0</u>
Abstain:	<u>0</u>



Merchant Services

Year	Number of Transactions						(in '000)		
	Year	Year	Year	Monthly	Monthly	Monthly	Credit Card	Amount	Fees
	Counter	Online	Total	Counter	Online	Total	Rate	Processed	
2017	128,411	97,122	225,533	10,701	8,094	18,794	1.239%	\$ 53,316	\$ 661
2018	129,430	139,568	268,998	10,786	11,631	22,417	1.087%	\$ 93,920	\$ 1,020
2019	114,537	193,282	307,819	9,545	16,107	25,652	1.057%	\$ 115,826	\$ 1,224
2020	80,392	258,913	339,305	6,699	21,576	28,275	1.114%	\$ 116,080	\$ 1,293

Number of Transactions





JOEY T. DUENAS
CCU Chairman

GUAM POWER AUTHORITY

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



JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability	•	Impartiality	•	Competence	•	Openness	•	Value
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REQUEST FOR PROPOSAL: GPA-RFP-21-
DESCRIPTION: Merchant Services

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) bound paper original, seven (7) bound paper copies, and one (1) electronic PDF format copy, at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
[XX] AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – 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] NO GRATUITIES OR KICKBACKS AFFIDAVIT;
[XX] ETHICAL STANDARDS AFFIDAVIT;
[XX] WAGE DETERMINATION AFFIDAVIT;
[XX] RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
[XX] NON-COLLUSION AFFIDAVIT;
[XX] OTHERS: A Guam Business License is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Offerors MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder 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-21-

FOR

MERCHANT SERVICES



JOHN J.E. KIM, CPA
Chief Financial Officer

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

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

LARRY GAST
Guam Solid Waste Authority General Manager

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SECTION 1.0: INSTRUCTION TO RESPONDENTS

1.1 DEFINITIONS

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

1.2 PROPOSALS

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

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

1.3 PROPRIETARY PORTIONS OF PROPOSALS

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

1.4 PREPARATION AND SUBMISSION OF PROPOSALS

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

Only non-priced proposals are to be submitted by the proposal deadline. Priced proposals will be requested of the selected firm 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, seven (7) 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. Submittals shall be provided on 8.5" x 11" sized paper 8.5" x 14" and 11" x 17" sized fold out pages are only allowed for organizational charts, schedules, flow charts, or diagrams.

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

Request for Proposal No.: GPA-RFP-21-___ must be submitted before **4:00 P.M. (ChsT), June 9 April 23, 2021** in a sealed envelope indicating the RFP number and addressed as follows:

**To: Guam Power Authority
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913**

**Attn: Mr. JOHN M. BENAVENTE, P.E.
General Manager**

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 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 in this Request for Proposal 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 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 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 at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSAL

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

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

1.9 COMPLETE PROPOSALS

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

All Proposals shall remain the property of GPA.

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

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

1.10 BONDING

No performance or payment bonds are required under this RFP.

1.11 POST RFP MEETING

After the receipt of proposals, GPA may request for interviews, presentations, or additional information over the telephone or in individual meetings with selected OFFERORS to clarify and discuss their proposals. Failure by an OFFEROR to comply with these requests shall be cause for disqualification.

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

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

1.12 PROPOSAL INCONSISTENCIES

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

1.13 SUBCONTRACTOR

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

1.14 SUBMITTAL FORMAT

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

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

1.15 SIGNATURE

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

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

1.16 WITHDRAWAL OF PROPOSAL

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

1.17 INQUIRIES

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

John M. Benavente, P.E.
General Manager
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Attn: Jamie Pangelinan
Supply Management Administrator
Telephone No: (671) 648-3054/3055, Ext. 3128
Facsimile: (671) 648-3165

Note: Cut-Off Date for Receipt of Questions shall be: **May 26 April 2, 2021 at 2:00 P.M. (ChsT)**
Inquiries received after the deadline shall not be entertained.

SECTION 2.0: GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY

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

2.2 GENERAL INTENTION

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

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, GPA 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 and 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.

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 GPA's best interest for reasons including but not limited to:

- 1) The 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 GPA;

- 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 qualified OFFEROR indicating commencement of the project.

Award of Contract: 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 projects. [GPA, GWA and GSWA will each award the contract separately.](#)

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. [GPA, GWA, and GSWA will each execute a separate contract with the OFFEROR. GPA, GWA, and GSWA will each maintain separate merchant account numbers.](#)

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, Guam Power Authority may conduct discussions with the most reasonable OFFEROR who has submitted a proposal for 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 GPA may contact for prompt administration, showing:

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

2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

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

2.9 LIMITATIONS

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

2.10 ACCEPTANCE OF PROPOSAL CONTENTS

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

2.11 CONTROL

The successful OFFEROR will carry out theis GPA assignment under the direction and control of the General Manager of the Guam Power Authority or his/her designee(s). The successful OFFEROR will carry out the GWA assignment under the direction and control of the General Manager of the Guam Waterworks Authority or his/her designee(s). The successful OFFEROR will carry out the GSWA assignment under the direction and control of the General Manager of the Guam Solid Waste Authority or his/her designee(s).

2.12 CONTRACT TERM

GPA and the CONTRACTOR agree this CONTRACT will be for a one year period (12 months) from the date of award of the contract with an option to extend the contract for four additional one-year periods, total of 5 years, subject to the availability of funds, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding.

2.13 JUSTIFICATION OF DELAY

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

2.14 INVOICING AND PAYMENT TERMS & CONDITIONS

All invoices shall include supporting documents (i.e. ~~timesheets, shipping invoices, consumable listings interchange rates or fees, bank charges~~, etc.). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittal. 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 GPA and the successful OFFEROR.

2.15 TAXES

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

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

2.16 LICENSING

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

2.17 COVENANT AGAINST CONTINGENT FEES

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

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

2.18 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.

2.19 AMERICAN DISABILITIES ACT

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

2.20 REQUIRED FORMS

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

- a. Special Provision for Major Shareholders Disclosure Affidavit
- b. Major Shareholders Disclosure Affidavit
- c. Non-Collusion Affidavit
- d. No Gratuities or Kickbacks Affidavit
- e. Ethical Standards Affidavit
- f. Declaration Re-Compliance with U.S. DOL Wage Determination

2.21 PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS

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.

2.22 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

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 conviction.



GUAM POWER AUTHORITY

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

SPECIAL PROVISION FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

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

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

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

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

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM)

I, undersign, _____,
(partner or officer of the company of, etc.)
being first duly sworn, deposes and says:

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) 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 a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the IFB/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/offeror is a
Partnership Officer, if the bidder/offeror is a
corporation.

Subscribe and sworn to before me this _____ day of _____,

20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

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

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2021

)Seal(

Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)

HAGATNA, GUAM)

SS:

_____, 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 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 _____, 2021.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

HAGATNA, GUAM)

SS:

_____, 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 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 _____, 2021.

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

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;

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 _____, 2021.

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



GUAM POWER AUTHORITY

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

SPECIAL PROVISIONS

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

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.

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2021.

Notary Public

SECTION 3.0: FORM OF CONTRACT

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[To be negotiated with Awarded Proponent.](#)

4 SOLICITATION AND TECHNICAL REQUIREMENTS

Guam Power Authority Merchant Services

General:

The Guam Power Authority was created in 1968 as a public corporation and autonomous instrumentality of the Government of Guam. Since that time the Authority has maintained and expanded the island wide power system on Guam. The Authority now has 469 megawatts of generation capacity, 663 miles of transmission and distribution lines, 29 substations, \$958 million in assets, and \$335 million in annual revenues. GPA currently serves approximately 51,000 customers with the U.S. Navy being the largest representing about 16% of revenues.

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

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

Purpose:

The Guam Power Authority (GPA), Guam Waterworks Authority (GWA), and Guam Solid Waste Authority (GSWA) are soliciting proposals for merchant services enabling the acceptance and processing of credit and debit card payments for GPA, GWA, and GSWA at our payment facilities and online.

Scope of Work (SOW):

The following is an overview of the major requirements/specifications in which Guam Power Authority (GPA), Guam Waterworks Authority (GWA), and Guam Solid Waste Authority (GSWA) are interested and provides explanatory information regarding items within the SOW.

GPA and GWA has merchant services wherein credit cards and debit cards have been accepted at GPA and GWA offices and through its website and mobile application. GSWA is currently only accepting online payments for credit cards. This procurement is to provide GPA, GWA, and GSWA with Merchant Services for the one-year period with the four options to extend additional one-year period and may be renewed at the same terms and conditions for additional periods.

The merchant service provider should be able to process substantially all Visa and MasterCard debit and credit cards, [and Discover Card](#), ~~and local bank issued debit cards~~. Proponents must have payment gateway for online and mobile payments application. Proponents are invited to propose additional related services to GPA, GWA, and GSWA ~~including, but not limited to, serving as a third party collection agent for all electronic payments.~~

GPA, GWA, and GSWA Statistics:

Service Locations	Annual Transactions	Annual Sales
GPA Offices	80,400	\$28,025,000
GPA Online Payments	258,900	\$88,055,000
GWA Office	52,400	\$7,583,000
GWA Online Payments	205,110	\$32,272,000
GSWA Office	0	0
GSWA Online Payments	86,782	\$3,807,542

GPA and GWA are currently under Utility Industry Program offered by MasterCard wherein lower fees are charged to customers of municipal utilities. The service providers are encouraged to explore incorporating these services [or similar utility rate program](#) into the proposal. The extension of the contract may be subject to obtaining [or maintaining](#) the Utility Industry Program [or similar utility rate program](#).

NOTE: ~~The~~ GSWA is procuring its online bill payment service. As soon as GSWA award its bill payment services, they ~~will be included in this~~ [will execute their](#) merchant services contract.

5 EVALUATION OF PROPOSALS

5.1 EVALUATION COMMITTEE

GPA will convene an evaluation committee comprised of seven (7) members to evaluate the proposals based on the established criteria. The evaluation committee will develop a list of qualified firms, rank the firms, and select the most qualified to negotiate the scope of required services and related fees.

5.2 CONTENTS OF THE PROPOSAL

At a minimum, the proposal shall contain:

- A. The name of the Offeror, the location of the Offeror's principal place of business, and, if different, the place of performance of the proposed contract; and
- B. Submit a resume in response to the RFP demonstrating the abilities, qualifications, academic and professional experience and credentials of the key personnel that would be assigned to perform the services.
- C. A list of other projects for which services similar in scope, size and discipline for the required services, which the individual substantially performed or accomplished in the past two years. The projects described should only contain services as indicated on the Scope of Work.
- D. Evidence that the Offeror is licensed to do business on Guam.

5.3 EVALUATION CRITERIA

A committee will convene after the deadline for receipt of submittals to evaluate the respondents' qualifications based on but not limited to the following criteria:

Criteria	Points	Weight
The capacity and ability of the Offeror to provide merchant services and Utility Industry Program for GPA, GWA, and GSWA.	10	60%
The personnel, equipment, and facilities to perform the services currently available to demonstrate to be available at the time of contracting.	10	20%
The plan for performing the required services, including understanding of the project's potential problems and/or any special concerns.	10	10%
The record and quality of past performance of similar work, including clientele/references input regarding the level of customer satisfaction with similar audit relationships.	10	10%

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Exhibit A	PRICING SUMMARY FORM
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**PRICE SUMMARY FORM
TO BE ENCLOSED IN SEPARATELY SEALED ENVELOPE**

Please provide Unit Price for the following and include any additional fees not listed:

Contract Fee: \$

Monthly Minimum Charge: \$

Setup Fee: \$

Annual Assessment/Compliance Fee: \$

Monthly Service Fee: \$

Per Transaction Fee: \$

(list separately if there is a dollar and % transaction charge): \$

(Describe): \$

(Describe): \$

(Describe): \$

(Describe): \$

Terminal Fee per month or year: \$

Chargeback Fee: \$

Batch Settlement Fee: \$

Other Fees (describe): \$

Other Fees (describe): \$

Payment gateway per transaction fee: \$

(list separately if there is a dollar and % transaction charge): \$

(Describe): \$

(Describe): \$