



PORT OF GUAM
ATURIDATI PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96915
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

Request for Proposals (RFP)
Terminal Operating System
Port Authority of Guam Project No. RFP-PAG-025-001

ISSUED BY: Port Authority of Guam
1026 Highway, Suite 201
Piti Guam 96915

PROPOSAL NO: RFP-PAG-025-001

ISSUE DATE: August 27, 2025

DEADLINE: October 27, 2025

NAME AND LOCATION OF PROJECT(S):

Terminal Operating System for the Port Authority of Guam

PAG DIVISION: Information Technology Division

TABLE OF CONTENTS OF RFP

This entire Request for Proposals consists of the following:

RFP Cover Sheet

Table of Contents of RFP

RFP Sections I – XIV:

- Section I.** Instructions to Offerors
- Section II.** General Terms and Conditions
- Section III.** Scope of Services
- Section IV.** Declaration Disclosing Ownership, Influence, Commissions and Conflicts of Interest
- Section V.** Declaration re: Non-Collusion (AG Form 003)
- Section VI.** Declaration re: No Gratuities or Kickbacks (AG Form 004)
- Section VII.** Declaration re: Ethical Standards (AG Form 005)
- Section VIII.** Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006)
- Section IX.** Declaration re: Contingent Fees (AG Form 007)
- Section X.** U.S. Department of Labor Wage and Benefit Determination (SCA)
- Section XI.** Subcontractor Utilization Form
- Section XII.** Certification of Non-Employment of Convicted Sexual Offenders
- Section XIII.** Conflict of Interest Guidelines
- Section XIV.** Conflict of Interest Disclosure Form

Section I.

INSTRUCTIONS TO OFFERORS

TABLE OF CONTENTS OF INSTRUCTIONS TO OFFERORS

These Instructions to Offerors contain the following lettered paragraphs:

- A.** Purpose
- B.** Type of Contract to be Offered and Term
- C.** Installment Payments
- D.** Request for Proposals Package, Attachments, and Forms
- E.** Submission of Proposals and Due Date
- F.** Pre-Proposal Conference: **To be announced**
- G.** No Pre-Proposal Discussions with Offerors
- H.** Questions/Communications of Offerors Prior to Proposal Submission and Single Point of Contact
- I.** Other Communications
- J.** Proposal Format and Content
- K.** Plan for Performing the Services
- L.** Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities
- M.** Availability and Capacity of Offeror to Perform
- N.** Offeror's Record of Performance on Similar Projects
- O.** Offeror's General Experience and General Past Performance
- P.** System Architecture, Design and Components
- Q.** System Functional Performance and Capabilities
- R.** Proposed Project Schedule/ Timeline for Implementations of the TOS
- S.** Evaluation Factors for Proposals
- T.** Request for Non-Disclosure of Confidential Data
- U.** Multiple, Alternate, or Late Proposals
- V.** All or None Proposals
- W.** Amendments to Request for Proposals
- X.** Price Proposals
- Y.** Cost or Pricing Data and Certification of Cost or Pricing Data
- Z.** Status of Funding and Compliance with Funding Terms and Conditions
- AA.** Wage and Benefit Requirements
- BB.** Subcontractors
- CC.** Disclosure of Major Shareholders
- DD.** Conflicts of Interest
- EE.** Project Management Team
- FF.** Compliance with 46 U.S.C. §50309

A. PURPOSE

The Port Authority of Guam ("PAG") is issuing this Request for Proposals ("RFP") because it is seeking an experienced and qualified Offeror to provide professional services to replace the Port's current Legacy Terminal Operating System ("Services") to install and implement a New Terminal Operating System ("Project"). The issuance of this RFP in no way constitutes a commitment by PAG to award a contract.

B. TYPE OF CONTRACT TO BE OFFERED AND TERM

A fixed price type contract will be offered. There are three primary anticipated phases of this contract: 1) Implementation of the system and services---this includes the time period from the date of the Notice to Proceed ("NTP") through the "Go-Live" date for the system, including all testing and training. The estimated time for performance of the implementation of the system and services outlined in the Scope of Services in the RFP from initiation through the "Go-Live" date is anticipated to last approximately less than twelve (12) months, but may vary; 2) Operation and Maintenance services--- this includes the time period starting on the "Go-Live" date of the contract and lasting for a period ending five (5) years from the date of the NTP; and 3) possible extension periods for Operation and Maintenance of up to an additional five (5) years. Together, the time periods covering phase one and phase two of this project will constitute a guaranteed term of services for five years; and phase three may extend the total term for up to an additional five (5) years, at the sole option of the PAG. Therefore, any contract that results from this solicitation will be a multi-term professional services contract for the implementation, operation, and maintenance of a new Terminal Operating System with a maximum term of ten (10) years, if the services and system are satisfactory.

1. Implementation Term. The initial term of the contract shall be for a time period anticipated to last less than twelve (12) months, but which time may vary, as Offerors will be evaluated on their proposed project implementation timelines. The date on which the PAG's Board approves the contract shall be the effective date of the contract. The Implementation Term of the contract shall begin upon the date that the PAG issues a written Notice to Proceed ("NTP") to the awarded contractor. Services shall begin upon the date that the PAG issues the NTP to the awarded contractor, and not before. The Implementation Term of the contract shall end on the "Go-Live" date of the new TOS. The "Go-Live" date shall be the date on which the PAG approves in writing that all the components of the Implementation Term of the project have been successfully completed and accepted; the TOS system and services meet all functional, technical and security requirements; and the successful contractor takes over the responsibility of providing all TOS services for the PAG. Offerors shall provide separate pricing addressing the costs of this phase of the services in their price proposals.

2. Operation and Maintenance Term. There shall be an Operation and Maintenance Term for the purposes of providing day-to-day TOS operational services, maintenance, support, and upgrades. This term shall begin on the "Go-Live" date of the

TOS. Together, the time periods covering the Implementation Term and the Operation and Maintenance Term (phase one and phase two) of this project will constitute a guaranteed term of services for five years. The total five years allotted for phase one and phase two of the project shall begin to run upon issuance of the NTP. Invoicing for the Implementation Term (phase one) of the project will end on the “Go-Live” date, and invoicing for recurring costs of the Operation and Maintenance Term (phase 2) of the project will begin on the “Go-Live” date and end five years from the date of the NTP. Therefore, Offerors shall provide separate pricing addressing the recurring costs of this phase of the services in their price proposals.

3. Extension Terms. At the sole option of the PAG and upon satisfactory performance by the awarded contractor, the contract may be extended for up to five (5) time period(s) of one (1) year each (each being an "Extension Term"), as determined to be in the best interests of the government of Guam, for a total of up to five (5) additional years for the purpose of continued maintenance, support, and operation of the installed TOS. Any extension of the contract for continued services will not be subject to negotiation, and shall be on the same terms and conditions and pricing as in effect under the existing contract for the Operation and Maintenance Term of the contract.

4. No Cost Extension Terms. Should the awarded contractor require additional time to complete any contract objectives, for good cause, and at the sole option of the PAG, the Implementation Term of the resulting contract may be extended for one No Cost Extension Term of up to six (6) months at no additional cost to the PAG and no additional obligation of funds.

5. All Terms, Extension Terms, or No Cost Extension Terms are subject to the availability of funds. In no case shall any extension extend the total term of the contract beyond ten (10) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Implementation term, or any subsequent Extension Term exercised by the PAG.

C. INSTALLMENT PAYMENTS

Offerors submitting Proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and correlated to satisfactory completion and progress of assigned tasks and/or deliverables.

D. REQUEST FOR PROPOSALS PACKAGE, ATTACHMENTS, AND FORMS

The Request for Proposals package and forms will be available on PAG’s website at the web address below [under the tab “about us,” “business development,” “bids and proposals,”] until **Monday, October 27, 2025 and then 180 days following award.** PAG’s web address is: portauthorityofguam.com. All persons or entities requesting a copy

of the RFP are required to register accurate, current contact information and an authorized representative with the PAG, either online or by contacting the Single Point of Contact listed in the publication notice and this RFP, in order to ensure they receive any notice regarding changes or updates to the RFP. The PAG will not be responsible or liable for failure to provide notice to any party who did not register current contact information.

Hard copies of the Request for Proposals package will be available at the Port's Procurement Office from 8:00AM- 5:00PM Monday through Friday except on holidays beginning on **Wednesday, August 27, 2025 at 4:00 PM Chamorro Standard Time.** Registering and obtaining a copy via online will be free of charge. All required forms and attachments included in this RFP must be completed, executed by the authorized representative of the Offeror, and included with the Offeror's Proposal.

E. SUBMISSION OF RESPONSES AND DUE DATE

If submitting in hard copy, sealed hard copy Proposals shall be submitted in a sealed envelope including one (1) fully executed original and five (5) copies. E-mailed Proposals will also be accepted. Emailed Proposals shall be submitted in .pdf format, and must be sent to the Single Point of Contact at rfp.pag.25.001@gmail.com before the deadline to submit proposals. Proposals shall not be electronically submitted to any other e-mail address or in any other format.

Proposals and Proposal Documents/Forms may be signed by the Offeror electronically, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall be submitted with the Proposal and shall constitute the Proposal. Failure to submit the required forms in the number or format required may be cause for rejection of Proposals due to non-responsiveness. See the Proposal Format and Content provisions for full instructions and minimum requirements for the content of the Proposal.

By submitting a Proposal in response to this solicitation, the Offeror agrees to accept and comply with the terms and conditions incorporated in this RFP, and to be bound by all applicable federal law, the terms and conditions of any funding source, Guam's Procurement Law, and the Guam Procurement Rules and Regulations.

The Offeror further agrees that the Proposal offer shall remain open and firm, and may not be withdrawn for one-hundred twenty (180) days after the conclusion of discussions. In no case will failure to inspect or review existing conditions constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals conditioned upon receiving award of both the contract being solicited in this RFP and another contract will be rejected as non-responsive.

Proposals must be received not later than Monday October 27, 4:00 p.m., Chamorro Standard Time. Proposals received after the closing time for receipt will not be considered. Office hours for receipt of Proposal are Monday through Friday

(excluding government of Guam Holidays), 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. **Hard copy Proposals may be hand delivered, delivered by mail, or delivered by other courier service to:**

The Port Authority of Guam
Procurement Division
1st Floor of the Administration Building
1026 Cabras Highway Suite 201
Piti, GU 96915
Fax: (671) 477-4445

Each Offeror submitting a Proposal for any portion of the work covered by the RFP, the Proposal, or the Proposal Documents/Forms shall execute all required affidavits, declarations, and certification forms, in the form provided with this RFP. Such affidavits, declarations, and certification forms shall be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty (30) days prior to submission of the Proposal. Failure to submit all required forms may result in rejection of the Proposal.

F. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held to accept questions regarding this RFP. The date, time, and location will be announced all prospective Offerors who have registered contact with the PAG. PAG will accept additional questions, in writing, regarding this RFP after the Pre-Proposal Conference **no later than three (3) business days after the Pre-Proposal Conference that will be announced.** PAG's responses to all questions shall be made available in writing within a reasonable time following the Pre-Proposal conference. PAG will conduct the Pre-Proposal Conference in accordance with 2 GAR Div 4. § 3114(g).

The PAG will notify all Offerors of any substantive answers or clarifications provided in response to any properly submitted inquiry. The PAG may extend any applicable dates or due dates if any information significantly amends the solicitation or makes compliance with the original proposed due dates impractical.

G. NO OTHER PRE-PROPOSAL DISCUSSIONS WITH OFFERORS

Except as part of the Pre-Proposal Conference, no oral discussion, explanation, or instructions in regard to the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals.

Any oral discussion, explanation, or instructions provided as part of the Pre-Proposal Conference shall not be binding and shall not change the terms and conditions of this RFP unless formally issued in writing as an Amendment to the RFP.

H. QUESTIONS/COMMUNICATIONS AND SINGLE POINT OF CONTACT

All communications and any questions concerning possible discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be raised before the submission due date for Proposals and shall be communicated in writing on or before Wednesday, September 17, 2025 by 4:00 pm to the following Single Point of Contact for the PAG:

The Port Authority of Guam
c/o Procurement, PAG Buyer Supervisor,
1st Floor of the Port's Administration Building
1026 Cabras Highway, Piti, GU 96915

SPOC Name: Mark Cabrera

Tel: (671) 477-5931, ext. 252.

Fax: (671) 477-4445

e-mail: macabrera@portofguam.com

Written answers to all timely and properly submitted written questions shall be provided within a reasonable time prior to the submission due date for Proposals. PAG will notify all Offerors of any substantive modification or clarification provided in response to any timely and properly submitted written questions. PAG may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical. Any written answer or clarification issued shall not change the terms and conditions of this RFP unless formally issued in writing as an Amendment to the RFP. PAG is not required to respond to untimely or improperly submitted questions or communications.

No other oral or written communications concerning possible discrepancies, omissions, objections, or doubts as to the meaning of any provision of this RFP shall be submitted to PAG at any time prior to the submission date for Proposals, except as permitted by Guam's Procurement Law and Guam's Procurement Rules and Regulations. Any communication concerning the provisions of the RFP initiated by an Offeror, other than a timely submission of permitted pre-proposal questions: 1) shall contain a citation to the Guam code section or Guam procurement regulation that authorizes the communication; 2) shall be submitted in writing; and 3) shall only be communicated to the above-designated Single Point of Contact. PAG is not required to respond to any communication that does not comply with the requirements of this paragraph, or any communication that is untimely. PAG will notify all Offerors of any substantive modification or clarification of the solicitation provided in response to any properly submitted communication, as permitted by law. PAG may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical.

I. OTHER COMMUNICATIONS

Discussions after the submission due date for Proposals and prior to award for the purpose of clarifying and/or modifying timely Proposals submitted by the Offerors are permitted in accordance with 2 GARR, Div. 4 § 3114(i) and/or 2 GARR, Div. 4 § 3116. (See also General Terms and Conditions, Clarification/Discussion of Proposals.)

Direct or indirect contact or communication concerning this RFP with any other PAG employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and prior to award of the contract, unless such contact or communication is specifically authorized by Guam's Procurement Law and Guam's Procurement Rules and Regulations.

J. PROPOSAL FORMAT AND CONTENT

All Proposals and Proposal Documents/Forms must be submitted in writing. When submitting a hard copy, Offerors shall submit their written Proposals and Proposal Documents/Forms in a sealed envelope to include one (1) original and five (5) copies. The outer envelope shall be marked in bold letters, **"Proposal for the Terminal Operating System for the Port Authority of Guam, RFP-PAG-025-001."** The envelope shall also be marked with the Offeror's name and the name of Offeror's authorized representative. Proposals and Proposal Documents/Forms shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes, made to a Proposal, which are evident on its face, must be explained or noted over the signature of the Offeror. Unexplained erasures or alterations, and omissions to the Proposal or Proposal Documents/Forms may be cause for rejection by the government.

Proposals may also be submitted via e-mail before the submittal deadline to: rfp.pag.25.001@gmail.com. If submitting a Proposal by e-mail, the Proposal and all required Proposal Documents/Forms shall be contained in a single document in .pdf format, and the subject line of the e-mail transmission shall contain the Offeror's name, the name of Offeror's authorized representative, and the following caption: "Proposal for the Terminal Operating System for the Port Authority of Guam, RFP-PAG-025-001."

The Proposal must include:

- A cover letter on the Offeror's letterhead, listing the legal name of the Offeror, location of Offeror's principal place of business, location of the formation of Offeror's business entity, and current place(s) of operation and other projects. This cover letter must be signed in the legal name of the Offeror and by an authorized officer, representative, agent or employee of the Offeror, who has authority to bind the Offeror. Proof of authority to bind the Offeror may be requested by the PAG;

- A detailed plan for performance of the Services listed in the Scope of Services;
- A statement of the abilities, qualifications, and experience of all persons who would be assigned to provide the required Services under this RFP;
- A statement of the availability and capacity of the Offeror to perform the Services under this RFP;
- A listing of other contracts under which services similar in scope, size, or discipline were performed;
- A listing of any other contracts under which any services were performed within the last five (5) years;
- A statement addressing any other factors deemed relevant to the RFP and stated as evaluation factors herein.
- Appendices A and B

The Proposal must contain a concise narrative including a statement of qualifications addressing the aforementioned bulleted items, the evaluation criteria set forth in this solicitation, and information described in the Scope of Services. All costs associated with preparation of a Proposal in response to this RFP shall be solely the Offeror's responsibility. PAG shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a Proposal, the Offeror expressly waives any right it may have against the PAG for any expenses incurred in connection with the preparation of its Proposal, unless otherwise entitled to such expenses by law.

All Proposals should follow and address each of the evaluation criteria and must be complete as to the requested information. Failure to follow the prescribed format or omission of required information may result in a lower score on evaluation and may result in rejection of the Proposal. Supporting graphical information, i.e., photos, drawings, illustrations may be provided to support the information given in the Proposal; such material will not be separately evaluated; but may be utilized as supporting documentation.

No Price Proposals or price information should be submitted with written Proposals. Such information will be requested from an Offeror at the time the Offeror is selected for negotiations.

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations, to be submitted prior to the negotiations. A Certification of the Cost or Pricing Data will also be required from the Offeror with whom a successful contract is negotiated. The Cost or Pricing Data and/or Certification of the Cost or Pricing Data shall be requested separately by PAG when required. Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal.

The following is a listing of all Proposal Documents/Forms that must be completed, signed and/or notarized if required, and included in the envelope or other transmission, along with the written Proposals:

- Cover letter referencing RFP- PAG-25-001 which lists the contents of the response and all required information about the Offeror, as set forth in this section
- Offeror's Proposal addressing all informational items and factors required in the RFP
- Proof of any required licensure to perform the Services on Guam (unless not required until a later time pursuant to the terms of this RFP)
- Declaration Disclosing Ownership and Commissions (AG Form 002) (attached)
- Declaration re: Non-Collusion (AG Form 003) (attached)
- Declaration re: No Gratuities or Kickbacks (AG Form 004) (attached)
- Declaration re: No Gratuities or Kickbacks (AG Form 004) (attached)
- Declaration re: Ethical Standards (AG Form 005) (attached)
- Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006) (attached)
- Declaration re: Contingent Fees (AG Form 007) (attached)
- Current U.S. Department of Labor Wage and Benefit Determination (SCA) (attached)
- Subcontractor Utilization Form (attached)
- Certification of Non-Employment of Convicted Sexual Offenders (attached)
- Conflicts of Interest Disclosure Form (attached)
- Appendices A and B

The failure to include any items of information required by this section, or any of these documents and forms with the Proposal may result in rejection of the Proposal. All Proposals and Proposal Documents/Forms must be fully completed and signed. Any Proposal Documents/Forms that are required to be notarized must be notarized prior to submission, but no more than thirty (30) days prior to submission.

K. PLAN FOR PERFORMING THE SERVICES

As part of the written Proposal, Offerors shall submit a plan for the proposed Project outlining the components, qualities, uses, and benefits of the Offeror's proposed solution, along with a comprehensive plan for performing the Services, providing as much detail as is practical explaining the Offeror's Proposal and how any Services contained in the Scope of Services will be performed and how any objectives outlined in the Scope of Services will be achieved. The organization for this narrative response is more fully outlined in the Scope of Services, but Appendix B also contains a framework organized roughly into line/question and answer items as an outline for Offerors to provide a narrative describing some of this plan. The Offeror shall describe the advantages of the proposed plan, and Offeror's method for performing the Services, avoiding problems and delays, and resolving conflict. The Offeror's proposed plan should describe any processes in detail for the functions being addressed and identify any outstanding issues the proposed solution may present. The proposed plan shall further describe Offeror's approach to completing this Project on budget, on schedule, with high quality, and how the Offeror's proposed plan will offer the PAG and the government of Guam the most advantage.

L. ABILITY, QUALIFICATIONS, EXPERIENCE, AND QUALITY OF PERSONNEL, EQUIPMENT, AND FACILITIES

As part of the written Proposal, Offerors shall submit the qualifications and a brief work history of the identified personnel to be assigned to the Project, addressing, in particular, any proposed Project Manager and core Project staff or Key Personnel. The organization for this response is more fully outlined in the Scope of Services, but Appendix B also contains a framework organized roughly into line/question and answer items as an outline for Offerors to provide a narrative describing some of this information. The work history and qualifications shall not exceed two (2) pages per staff member. The Offeror shall also submit a detailed, but brief description of the following:

- Provide a Project Organizational Chart of designated or key personnel to be assigned to this Project with identification of their project roles and description of their area of responsibilities and the location of their office.
- Identify the Project principal, Project manager, assistant Project manager, key staff, subcontractors, and their qualifications and experience as it relates to this Project.
- List the Project Team, key personnel, and/or subcontractor experience on similar projects.
- Quantify the time commitment of key personnel or team members during the Project life cycle.
- Unique qualifications of key personnel or team members.
- Qualifications and relevant individual technical training, education, and experience including degree(s), year and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual's role is similar to his/her role on this Project.
- Provide a detailed description of the resources, equipment, and facilities that are currently available to perform the Services or can be demonstrated to be available to perform the services at the time of contracting.

Offerors shall also submit a detailed description of the benefits and quality of any resources, equipment, and/or facilities Offeror intends to utilize to perform the Services which may not be currently available, but will be made available, or can be demonstrated to be made available at the time of contracting. All Offerors, when identifying Key Personnel in their Proposal, must accurately, comprehensively, and correctly provide the information about the key person(s) requested in the solicitation. Inaccurate information in the Proposal constitutes a material misrepresentation and could result in rejection of the Offeror's Proposal. All persons identified as Key Personnel in the Contractor's Proposal must agree to provide the services for the Project for a minimum of ninety (90) days from the date of the Notice to Proceed, barring unforeseen catastrophic events such as illness, accident, or death. Appendix B contains a framework organized roughly into line items as an outline for Offerors to provide a

narrative describing some of these qualifications.

M. AVAILABILITY AND CAPACITY OF OFFEROR TO PERFORM

As part of the written Proposal, Offerors shall submit a brief explanation of when and how the Offeror is available or will be available to perform this project, and whether it has the capacity to provide the services listed in the Scope of Services. Appendix B also contains a framework organized roughly into line/question and answer items as an outline for Offerors to provide a narrative describing some of this information. The explanation shall address: how the Offeror's current workload can accommodate the addition of a contract of this type; the Offeror's current or demonstrated available resources; and how the Offeror will implement Quality Assurance/Quality Control measures.

The Proposal should provide a clear description of all specific project staff or subcontractors who are intended to work on the Project, the nature, extent, and manner of their involvement, and their availability for the Project. The Proposal shall also address the availability of any equipment or facilities that may be used to provide the services. As part of this Proposal description, Offerors must include the following:

- Identify and describe the current and projected workload of all designated personnel or subcontractor(s), including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the procurement, involvement, management, and availability of any subcontractors.
- Describe how the current workload of each designated personnel or subcontractor can accommodate the addition of this Project.
- Describe the approach and organizational capabilities to perform the Services on time and within budget.
- Detail the extent of each designated personnel member's and subcontractor's involvement in providing the Services.
- Describe the internal quality and cost-control measures or procedures.
- Provide a disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
- Provide a detailed description of how any required resources, equipment, and facilities will be obtained or made available to perform the Services.

N. OFFEROR'S RECORD OF PERFORMANCE ON SIMILAR PROJECTS

As part of the written Proposal, the Offeror is required to provide proof to the PAG that it has delivered a quality work product on similar projects. The PAG is interested in Offeror's overall experience on Guam, other U.S. Territories, and the fifty (50) states, as knowledge of U.S. laws and regulations applicable to such work is relevant. The Offeror shall provide its past performance record similar projects. Offeror should demonstrate a track record of effective planning, scheduling and on-time delivery, and successful

performance on its projects. Offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and timeliness of delivery. Appendix B contains a framework organized roughly into line items as an outline for Offerors to provide a narrative describing this record.

The Proposal shall include:

- A list of all projects similar in scope and with emphasis on experience in Terminal Operating Systems. This list shall identify project name, project description, location, client references including contact name, address and telephone number, completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and other pertinent information.
- A list of the Offeror's record of cost performance on these projects (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on these other projects that the Offeror was involved with over the past five (5) years. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

O. OFFEROR'S GENERAL EXPERIENCE AND PAST PERFORMANCE

As part of the written Proposal, the Offeror is required to provide proof to PAG that it has delivered a quality work product in a majority of its areas of work and projects. PAG is interested in Offeror's overall experience on Guam, other U.S. Territories, and the 50 states. The Offeror shall provide its past performance record on any projects performed in the last five (5) years, for all projects which are not encompassed by the list required in the previous Paragraph. Offeror should demonstrate a track record of effective planning, scheduling and on-time delivery, and successful performance on its projects. Offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and timeliness of delivery.

The Proposal shall include:

- A list of all projects performed in the last five (5) years, which are not included in the list required in the paragraph above for similar projects. This list shall identify project name, project description, location, client references including contact name, address and telephone number,

completion date, project budget, project role, type of services provided highlighting work performed and other pertinent information.

- A list of the Offeror's record of cost performance on these projects (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on these other projects that the Offeror was involved with over the past five (5) years. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

P. SYSTEM FUNCTIONAL PERFORMANCE AND CAPABILITIES

Appendices A and B shall be completed and submitted with the Proposal. Appendix A contains "Core Area Needs" identified by the PAG with regard to the proposed system's functional capabilities, but these line items are not comprehensive, definitive, or determinative for this project. Offerors are encouraged to offer their own opinions and suggestions regarding the functional capabilities of the system, equipment, and services in their Proposals. Therefore, in addition to completing and submitting Appendices A and B, Offerors shall also provide a narrative addressing the functional and business process capabilities of the proposed TOS solution, and will be evaluated on the quality of capability of this proposed TOS, including, but not limited to: user interfaces, workflow, tracking, document management, accounting, budgeting, etc.

Q. SYSTEM ARCHITECTURE, DESIGN, AND COMPONENTS

Appendix B contains a framework organized roughly into line items as an outline for Offerors to provide a narrative describing the fundamental organization of the proposed TOS, its components, mapping of functionality, and the principles governing its design and evolution. Again, these line items are not comprehensive, definitive, or determinative for this project. Offerors are encouraged to offer their own opinions and suggestions regarding the architecture, design, and components of the system, equipment, and services in their Proposals. Offerors will be evaluated on the quality of the structure of the proposed TOS, including platform architecture, software, hardware, product upgrades, licensing model, adaptability of the system, and system security/cybersecurity.

R. PROPOSED PROJECT SCHEDULE/TIMELINE FOR IMPLEMENTATION OF THE TOS

Offerors shall submit a proposed project schedule/timeline for the implementation of the TOS, highlighting each proposed task with estimated start and completion time for the design, installation, training, testing, and transition of the TOS into full operation. Offerors shall describe the speed, efficiency, and feasibility of the proposed schedule/timeline for the Implementation Term (phase 1) of the services from the issuance of the NTP through the “Go-Live” date. Appendix B also contains a framework organized roughly into line/question and answer items as an outline for Offerors to provide a narrative describing some of this project schedule/timeline.

S. EVALUATION FACTORS FOR PROPOSALS

Proposals will be evaluated only on the Evaluation Factors listed in this RFP. The quality of Offerors’ written Proposals shall be determined using the following Evaluation Factors and the listed associated possible scoring totals. Written Proposals scoring less than 80 points may be rejected from consideration for the award of the contract. The total of 100 possible points is broken down as follows: See next page.

EVALUATION FACTORS	SCORE
<p>Quality of Proposal Content and Plan for Performing the Required Services: Overall quality, comprehensiveness, and value of the Proposal’s presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror’s approach to completing this Project on budget, on schedule, with high quality; and Offeror’s plans to meet the PAG’s goals for the Services.</p>	<p>K.</p> <p>10 Points</p>
<p>Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities: Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror’s resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.</p>	<p>L.</p> <p>10 Points</p>
<p>Availability and Capacity of Offeror to Perform: The Offeror’s current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the PAG. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.</p>	<p>M.</p> <p>10 Points</p>
<p>Offeror’s Record of Past Performance on Similar Projects: The Offeror’s specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service and relationships of mutual trust and confidence.</p>	<p>N.</p> <p>15 Points</p>
<p>Offeror’s General Experience and Past Performance: The Offeror’s general experience in all areas of its work. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those schedules, and successful performance of all past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service and relationships of mutual trust and confidence.</p>	<p>O.</p> <p>10 Points</p>
<p>System Functional Performance and Capabilities: Appendix A. The functional and business process capabilities of the proposed TOS, including, but not limited to: user interfaces, workflow, tracking, document management, accounting, budgeting, etc.</p>	<p>P.</p> <p>20 Points</p>
<p>System Architecture, Design, and Components: Appendix B. The fundamental organization of the proposed TOS, its components, mapping of functionality, and the principles governing its design and evolution; including platform architecture, software, product upgrades, licensing model, adaptability of the system, and system security/cybersecurity.</p>	<p>Q.</p> <p>15 Points</p>
<p>Proposed Project Schedule/Timeline for Implementation of TOS: Proposed project schedule/timeline, highlighting each proposed task with estimated start and completion time for the design, installation, training, testing, and transition of the TOS into full operation. Emphasizing speed, efficiency, and feasibility of the proposed schedule/timeline for the implementation phase of the services through the “Go-Live” date.</p>	<p>R.</p> <p>10 Points</p>

T. REQUEST FOR NON-DISCLOSURE OF CONFIDENTIAL DATA

After award, the winning Proposal becomes a part of the public record of procurement. Offerors may request that portions of their Proposal be kept confidential. If an Offeror is submitting trade secrets or proprietary information in its Proposal that it wishes to keep confidential, then a written request for non-disclosure must be included with the Proposal and those portions of the Proposal which are proprietary must be clearly marked or designated. Material so designated shall accompany the Proposal and shall be readily separable from the Proposal in order to facilitate inspection of the non-confidential portion of the Proposal. However, prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment of the winning Proposal shall be publicly available at the time of the Notice of Award regardless of any designation to the contrary. Any Proposals marked or designated as “Confidential” or “Proprietary” for the entirety of the Proposal shall be rejected.

After receipt of a request to designate portions of the Proposal as confidential, the PAG will examine the request. PAG may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. The PAG will then inform the Offeror of its decision on the request in writing. If the parties do not agree as to the disclosure of certain data, the Offeror may then withdraw the Proposal or submit a protest if permitted by law. If the Proposal is not withdrawn and no protest is received, then the PAG may disclose those portions of the Proposal for which a non-disclosure request was not granted.

U. MULTIPLE, ALTERNATE, OR LATE PROPOSALS

Multiple or Alternate Proposals will not be accepted, and any multiple or alternate Proposals submitted will be rejected. Late Proposals will not be accepted, and any late Proposals will be rejected.

V. ALL OR NONE PROPOSALS

Proposals MAY NOT limit acceptance to the entire bid or Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive.

W. AMENDMENTS TO REQUEST FOR PROPOSALS

PAG reserves the right to amend this RFP at any time, as provided under Guam’s Procurement Law and Guam’s Procurement Rules and Regulations. Changes will be announced by an amendment or amendments to this RFP and shall be identified as such. Each Amendment shall refer to the portions of the RFP it amends. Amendments shall be sent to all parties known to have registered for and received an RFP package. PAG

recommends that all prospective Offerors acknowledge receipt of all amendments issued. Amendments shall be distributed to allow prospective Offerors time to consider the amendments in preparing their Proposals or other documents. PAG may extend any due date if any amendment makes compliance with the original due date impractical.

X. PRICE PROPOSALS

The Price Proposal shall not be submitted with the Offeror's Proposal. It shall only be submitted when and if requested by the PAG. After evaluation of all Proposals, any Offeror selected for negotiations will be required to submit a Price Proposal.

All Price Proposals shall include a proposed Project budget addressing: the entire time of performance only; A unit price shall be given for each type of service, and such unit prices shall be the same throughout any resulting contract except to the extent price adjustments may be provided in the solicitation and resulting contract. All deliverables will be payable upon completion, delivery, approval, and acceptance by PAG. Monthly or other regularly scheduled deliverables should be itemized and priced by task. Regularly recurring monthly tasks, e.g. offsite data storage, month end batch reconciliation, flat rate hardware maintenance, etc., should each be listed as discrete items and the sum of all recurring monthly costs should equal the total monthly invoicing/pricing amount for regular recurring tasks. Travel expenses must be included in the Offeror's service rates and pricing (or the hourly rates which are built into the cost of the deliverable) and may not be billed or priced separately.

Any price adjustments must be agreed to by the Parties and shall be in accordance with the Price Proposal or any cost or pricing data submitted. Price adjustments in the Price Proposal may be considered as a result of documented changes in pricing of materials or labor.

Y. COST OR PRICING DATA AND CERTIFICATION OF COST OR PRICING DATA

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations. The Cost or Pricing Data shall be submitted to PAG's Procurement Officer prior to beginning price negotiations at any reasonable time and in any reasonable manner requested by PAG. The Cost or Pricing Data documentation is separate from Offeror's Price Proposal; however, both the Price Proposal and the Cost or Pricing Data shall be submitted together, if requested in such manner. Such data shall be specifically identified in writing by the Offeror as Cost and/or Pricing Data. The Offeror is required to keep these data current until the negotiations are completed.

In addition, a Certification of the Cost or Pricing Data will also be required from the Offeror with whom a contract is successfully negotiated. The Certification of the Cost or Pricing Data shall be separately provided to the successful Offeror by PAG when required. The

Offeror shall certify as soon as practicable after the agreement is reached on price that, to the best of the Offeror's knowledge and belief, the cost or pricing data submitted are accurate, complete, and current.

Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal; these documents shall only be submitted when and as requested by PAG. However, in the event that PAG does not make a request, the Cost or Pricing Data must be submitted by the Offeror selected to participate in negotiations prior to the start of any negotiations. Failure to submit Cost or Pricing Data may result in the termination of contract negotiations.

Z. STATUS OF FUNDING AND COMPLIANCE WITH FUNDING TERMS AND CONDITIONS

Funds are presently available for this solicitation from the Port's Local Funds. The government's obligation under any proposed contract is contingent upon the availability of funds from which payment for contract purposes can be made. The issuance of this solicitation does not compel the award of any contract.

All Offerors are required to comply with the terms and conditions of PAG's applicable funding requirements

AA. WAGE AND BENEFIT REQUIREMENTS

Whenever the government of Guam enters into a procured contractual arrangement with an Offeror for the provision of a service to the government of Guam, and the Offeror employs a person(s) whose purpose, in whole or in part, is the direct delivery of the service contracted by the government of Guam, then the Offeror 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 the 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 the Offeror by the government of Guam shall be used to determine the wages which shall be paid to employees pursuant to Guam's Procurement Law, if applicable. 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 Guam's Procurement Law, that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply, if applicable. In addition to the required Wage Determination, any contract to which this requirement applies shall also contain provisions mandating health and similar benefits for employees, 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.

To ensure compliance with these provisions, Offeror must complete and attach Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006), located at Section VIII of this RFP, to the Proposal. Failure to complete, sign, and submit this document with the Proposal may result in rejection of the Proposal. Offeror must also attach the most current applicable Wage Determination issued by the U.S. Department of Labor for Guam and the Marianas Islands, located at Section X of this RFP, to the Proposal. Failure to submit this document with the Proposal may result in rejection of the Proposal.

BB. SUBCONTRACTORS

1. **Subcontractor.** A subcontractor is a person or entity who has a direct contract with the Offeror/Contractor or a higher tier subcontractor to perform a portion of the Services in this solicitation.
2. **Award of Subcontracts and Other Contracts for Portions of the Services.**
 - a. All Offerors shall furnish in writing to PAG the names of all known persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed to provide subcontracting services on each principal portion of the Scope of Services by completing, signing, and attaching the Subcontractor Utilization Form to the Offeror's Proposal. PAG may conduct discussions with the Offeror: (1) stating whether PAG has reasonable objection to any such proposed person or entity; or (2) stating whether PAG requires additional time for review or additional information concerning the utilization of a proposed person or entity. If the Offeror fails to submit this form with its Proposal, that Offeror may be disqualified. If this occurs PAG will select the next highest ranked qualifying Offeror for negotiations.
 - b. PAG and the government of Guam reserve the rights to object to Offeror's utilization of any subcontractor and to require substitution of the contractor for cause. The Offeror shall not contract with a proposed person or entity to whom PAG has made reasonable and timely objection. The Offeror shall not be required to contract with anyone to whom the Offeror has made reasonable objection.
 - c. The Offeror shall not substitute a subcontractor, person or entity set forth in its Proposal or in the Subcontractor Utilization Form, located at Section XI of this RFP, unless Offeror has obtained the written consent of the PAG, or unless PAG requires such substitution. Offeror must notify PAG in writing prior to any termination or substitution of a subcontractor listed in the Proposal or Proposal Documents/Forms. Failure by the Offeror to follow these requirements shall constitute a material breach of the terms of this RFP, which may result in the termination of any awarded contract or other legally available remedies.
3. **Subcontractor Relations.** By appropriate written agreement, the Offeror shall require each subcontractor, to the extent of the Services to be performed by the

subcontractor, to be bound to the Offeror by the terms of its Proposal and any resulting Contract, and to assume toward the Offeror all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Offeror assumes toward PAG. Each subcontract agreement shall preserve and protect the rights of PAG under this solicitation with respect to the Services to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Offeror shall have full responsibility for the satisfactory performance of the Services under the RFP, the Proposal and Proposal Documents/Forms, the Scope of Services and any conditions, plans, or specifications, and any awarded contract, for any subcontracts which the Offeror may let.

4. **Subcontracts.** The Offeror and subcontractor(s) shall insert in any subcontracts the clauses set forth in this solicitation and any awarded contract, to include a clause requiring all subcontractors to include these clauses in any lower tier subcontracts. The Offeror shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Paragraph BB.

CC. DISCLOSURE OF MAJOR SHAREHOLDERS

As a condition of submitting a Proposal, any partnership, sole proprietorship, business entity, or corporation doing business with PAG shall submit an Affidavit. Executed under oath that lists the name and address of any person/entity 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 publication of the solicitation on the Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP at Section IV. This form 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/entity during the preceding twelve (12) month period, and other ownership disclosures in accordance with Public Law 36-13. In addition, the form shall contain the name and address of any person/entity who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Proposal for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation, and shall list any required conflicts of interest. Any Offeror selected for negotiations must keep this form current through the date that a Notice of Award is issued in this procurement, and throughout any awarded contract, if the Offeror is awarded the contract. A Proposal from any Offeror listing a person with a potential conflict of interest on the form may be rejected. The form shall be open and available to the public inspection and copying. This Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP must be completed and returned with the Offeror's Proposal. Failure to submit the completed form with the Offeror's Proposal may be deemed nonresponsive and cause for rejection of the Proposal upon opening.

DD. CONFLICTS OF INTEREST

In order to ensure objective contractor performance and eliminate unfair competitive advantage, Offerors that have developed, prepared, furnished, or drafted any specifications, requirements, statements of work, scope of services, invitations for bids, requests for proposals, or significant documents related to this solicitation shall be excluded from competing for such procurements.

Offerors or Subcontractors that have developed, prepared, furnished, or drafted any specifications, requirements, statements of work, scope of services, invitations for bids, requests for proposals, or significant documents related to this solicitation shall disclose this information in their Proposals.

If the Offeror and any Subcontractors determine that they have not developed, prepared, furnished, or drafted any specifications, requirements, statements of work, scope of services, invitations for bids, requests for proposals, or significant documents related to this solicitation, the Proposal shall contain an affirmative statement that the Offeror and all Subcontractors have not developed, prepared, furnished, or drafted any specifications, requirements, statements of work, scope of services, invitations for bids, requests for proposals, or significant documents related to this solicitation.

Offerors that have conflicts of interest, organizational conflicts of interest, or potential conflicts of interest may be excluded from competing for such procurements. Offerors or Subcontractors that have any conflicts of interest, organizational conflicts of interest, or potential conflicts of interest shall disclose this information in their Proposals.

If the Offeror and any Subcontractors determine that they have no conflicts of interest or potential conflicts of interest, including any organizational conflicts of interest, for this solicitation, the Proposal shall contain an affirmative statement that the Offeror and all Subcontractors have no conflicts of interest or potential conflicts of interest, including any organizational conflicts of interest related to this solicitation.

If any conflict of interest or potential conflict of interest, including any organizational conflict of interest, is determined to exist, PAG will attempt to determine whether the conflict of interest can be avoided or mitigated. Before determining to withhold an award based on conflict-of-interest considerations, PAG shall notify the Offeror, provide the reasons therefor, and allow the Offeror a reasonable opportunity to respond.

The failure of the Offeror or any Subcontractors to make any of the disclosures required by this paragraph may result in the rejection of the Proposal. Offeror shall comply with the Conflict of Interest Guidelines attached to this RFP at Section XIII and shall sign and submit the Conflict of Interest Disclosure Form attached to this RFP at Section XIV.

EE. PROJECT MANAGEMENT TEAM (PMT)

A. The PMT for this Project consist of Project Lead, Functional Lead and Technical Lead from the PAG. The selected Contractor will work under the direction of the PAG and the PMT. PAG and the PMT reserve the right to designate and delegate Project Management duties and assign any other consultants or agents to act on the government's behalf in writing. The PMT and designees will have authority to act on behalf of the government to the extent provided in the RFP, the awarded contract or any Amendments thereto, or as otherwise may be provided for in a written notice signed by the Procurement Officer. The PMT shall not perform any duties or responsibilities of an engineer, professional engineer, engineer intern, or architect as defined in 22 GCA § 32101 et seq. unless lawfully authorized to do so and specifically authorized to do so by PAG. The PMT may perform its duties and make recommendations as described in the contract in consultation with any other consultants or agents that PAG or the PMT may designate.

B. The PMT or the government's designees may visit the worksite at any time that PAG or the PMT may deem appropriate to become familiar with the progress and quality of the Services completed, and to determine if the Services are being performed in accordance with the contract.

C. Communications Facilitating Administration of the Services. Except as otherwise provided in the contract or when direct communications have been specially authorized, PAG, the PMT, and any awarded contractor shall endeavor to communicate with each other through the PMT about matters arising out of or relating to the Services. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through PAG or the PMT.

D. Based on the PMT's evaluations of the awarded contractor's applications for payment, the PMT and authorized consultants/designees will review and make recommendations to PAG regarding the amounts due the awarded contractor.

E. The PMT has authority to reject Services or Equipment that does not conform to the contract. Whenever the PMT or other consultants, or agents as PAG may designate, considers it necessary or advisable, the PMT will have authority to require inspection or testing of the equipment, systems, materials, products or any of the Services, whether or not such services have been completed, or equipment or systems have been fabricated, installed or completed. However, neither this authority of the PMT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the PMT to the awarded contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Services.

F. The PMT, in conjunction with PAG or any consultants or agents as may be required, may conduct inspections to determine: payment; the date or dates of Substantial Completion and the date of Final Completion of the system or Project; make recommendations to PAG regarding the issuance of any required Certificates of

Substantial Completion; receive and forward to PAG, for PAG's review and records, written warranties and related documents required by the contract and assembled by the awarded contractor.

G. Notwithstanding any other provision of the RFP or the contract, PAG or the PMT, by and through its PMT's designees, may require the awarded contractor to cease work if, in the opinion of the Project Manager or the Project Manager's designees, continuing the Services would be a threat to public health, safety, or governmental security.

H. The PMT will have authority to require information & documents of sub-contract/projects and all other related task & events directly or indirectly affecting this project.

FF. COMPLIANCE WITH 46 U.S.C. § 50309

All Offerors shall comply with 46 U.S.C. § 50309 "securing logistics information data of the United States." No part of Offeror's proposed system shall utilize or offer a "covered logistics platform" as defined in 46 U.S.C. § 50309(e)(1), consisting of a data exchange platform that utilizes or provides, in part or whole: —

1. the national transportation logistics public information platform (commonly referred to as "LOGINK") provided by the People's Republic of China, or departments, ministries, centers, agencies, or instrumentalities of the Government of the People's Republic of China;
2. any national transportation logistics information platform provided by or sponsored by the People's Republic of China, or a controlled commercial entity; or
3. a similar system provided by Chinese state-affiliated entities.

Section II.

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS OF RFP PROVISIONS

These General Terms and Conditions contain the following lettered sections:

- A.** Authority
- B.** RFP Terms for Multi-Term Contracts
- C.** RFP Terms for Fixed-Price Type Contract
- D.** Cancellation and Rejection
- E.** Taxes
- F.** Withholding Assessment Fee
- G.** Permits, Licensing, and Compliance with Laws
- H.** Mandatory Prohibitions
- I.** Mandatory Warranties
- J.** Equal Employment Opportunity
- K.** Compliance with Americans with Disabilities Act (ADA)
- L.** Guam Debarment
- M.** Proposals
- N.** Review of Proposals
- O.** Independent Price Determination
- P.** Acceptance of Solicitation Terms and Applicable Laws
- Q.** Modification and Withdrawal of Proposals
- R.** Clarification/Discussion of Proposals
- S.** Evaluation Criteria for Selection
- T.** Selection of Best-Qualified Offeror
- U.** Responsibility of Offerors
- V.** Negotiation and Award of Contract
- W.** Access to Records, Inspection, and Audit Review
- X.** Local Procurement Policy
- Y.** Relations with Other Government Agencies
- Z.** Obligations of the Offeror

A. AUTHORITY

This Request for Proposal (“RFP”) solicitation is issued subject to the provisions of Guam’s Procurement Law (as amended) and the Guam Procurement Regulations (copies are available for inspection at the General Services Agency of the government of Guam). By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

B. RFP TERMS FOR MULTI-TERM CONTRACTS

Any contract awarded under this RFP is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party’s right to terminate under the termination clauses of the contract. If the contract is cancelled for insufficient funds, the awarded Contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs.

C. RFP TERMS FOR FIXED-PRICE TYPE CONTRACT

The Port Authority of Guam is offering a fixed price contract under this RFP. A fixed-price contract places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contract terms at a price that may be firm or may be subject to contractually specified adjustments.

D. CANCELLATION AND REJECTION

PAG shall have the right to cancel this solicitation in whole or in part at any time, and to reject in whole or in part any or all Proposals or offers which have been submitted in response to this RFP at any time if PAG determines such to be in the best interest of PAG and/or the government of Guam.

E. TAXES

Offerors may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into this agreement are the sole responsibility of the Offeror and its subcontractors and any permitted assignees or successors in interest. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

F. WITHHOLDING ASSESSMENT FEE

All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

G. PERMITS, LICENSING, AND COMPLIANCE WITH LAWS

The selected Offeror shall be required to obtain all permits and comply with all Federal and Territorial laws, ordinances, or rules applicable to its professional licensing and the provision of equipment and services to the government of Guam. Specific information on licenses required by the government of Guam may be obtained from the Director of Revenue and Taxation. The Offeror shall provide a copy of all of its current, valid, appropriate business licenses, and Guam Business License or a statement of exemption pursuant to Title 11 of the Guam Code Annotated, §§ 70126 and 70130, and any required Certificate of Authority (“COA”) issued by the Director of Revenue and Taxation, Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS), or other applicable regulating agency or board, pursuant to applicable Guam laws, including, but not limited to: 22 GCA § 15307; 22 GCA § 15102; 18 GCA § 7102; and 11 GCA § 106213, and must be submitted upon request by the Port Authority of Guam prior to the issuance of a notice to proceed.

All Offerors agree by submitting a Proposal that they will follow all applicable laws and regulations governing their submissions and performance under any contract issued under this RFP.

H. MANDATORY PROHIBITIONS

1. Prohibition of Gratuities, Kickbacks, and Favors.

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the government of Guam. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

2. Prohibition of Employment of Sex Offenders. 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 a public highway.

3. Prohibition of Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. Ethical Standard. It shall be a breach of ethical standards for an Offeror to knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

I. MANDATORY WARRANTIES

1. Representation Regarding Gratuities and Kickbacks. The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. Offeror further agrees to execute and file a Non-Gratuity Affidavit before final payment under the contract is made by PAG.

2. Warranty against Employment of Sex Offenders. Offeror warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in

Article 2 of Chapter 28 of Title 9 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 Offeror while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Offeror 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 at any time during the performance of the contract, that such person will be immediately removed from working on government property and Offeror warrants that it will notify the General Manager of the PAG within twenty-four (24) hours of such conviction. If Offeror is found to be in violation of any of the provisions of this paragraph, then PAG will give notice to Offeror to take corrective action. Offeror shall take corrective action within twenty-four (24) hours of notice from PAG, and Offeror shall notify PAG when action has been taken. If Offeror fails to take corrective steps within twenty-four (24) hours of notice from PAG, then PAG in its sole discretion may temporarily suspend this agreement.

3. Covenant Against Contingent Fees. The Offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give PAG the right to terminate the contract, or in its discretion, 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 the Offeror upon contracts or sales secure or made through bona-fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

4. Representation Regarding Ethical Standard. Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

J. EQUAL EMPLOYMENT OPPORTUNITY

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Offeror and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b). The Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative

action standards for the project activities and Services under this RFP. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this RFP. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability. If awarded the contract, the Offeror will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

K. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Offeror must comply with all applicable ADA regulations and requirements.

L. GUAM DEBARMENT PROVISION

Offeror warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

M. PROPOSALS

The Offeror is required to read each and every page of its 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 review or 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 ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, or irregularities of any kind may be rejected by PAG in whole or in part.

N. REVIEW OF PROPOSALS

PAG intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. PAG reserves the right to waive any minor information or irregularity in the Proposals received. PAG may award, allow amendments, or reject Proposals in whole or in part as permitted by law. PAG is not responsible for any costs incurred by the Offerors. PAG reserves the right to retain copies of all Proposals submitted regardless of whether an Offeror is selected for negotiations or awarded a contract. Submission of a Proposal indicates acceptance of these terms and conditions by the Offeror.

O. INDEPENDENT PRICE DETERMINATION

By submitting a Proposal, the Offeror certifies that if selected for negotiations, any price, pricing data, or Price Proposal submitted by the Offeror is independently arrived at without collusion.

P. ACCEPTANCE OF SOLICITATION TERMS AND APPLICABLE LAWS

The Offeror is required to read each and every page of this RFP, and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained herein and to be bound by the laws of Guam and any other applicable laws. This RFP is issued subject to all the provisions of Guam's Procurement Law (5 GCA §§ 5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency of Guam.

Guam's Procurement Law and this RFP require all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith. Proposals may not be withdrawn by Offeror on the basis of Offeror's unfamiliarity with the required terms or applicable laws. Offeror may not propose or negotiate any conditions, omissions, unexplained erasures, irregularities, alterations, or items that are in contravention of the terms and conditions of the RFP or applicable law. PAG may deem such proposed items to constitute a showing of bad faith, in whole or in part, which may result in debarment or other legal remedies against the Offeror.

If any part, term, or condition of this RFP is found to be contrary to the Guam Procurement Law, the Guam Code, any applicable Guam Administrative Rules and Regulations, or is found to contain ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law or other applicable Guam law or rules.

Q. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions, as provided under Guam's Procurement Law and Guam's Procurement Rules and Regulations. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. The government reserves the right to waive any minor informalities in Proposals received, or to have them corrected by the Offeror, in accordance with applicable regulations.

R. CLARIFICATION/DISCUSSION OF PROPOSALS

After the receipt and opening of Proposals and at its option, PAG or its designee(s), may conduct discussions with Offerors that have submitted timely, valid Proposals for the purpose of clarification, to assure full understanding and responsiveness to the solicitation requirements, as permitted under Guam's Procurement Law and Guam's Procurement Rules and Regulations. 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. However, all Proposals should be submitted initially on the Offeror's most favorable terms. In conducting discussions there shall be complete confidentiality of any information derived from Proposals submitted by competing Offerors.

S. EVALUATION FOR SELECTION

Upon the receipt of all Proposals, a selection team will be convened to select the most responsive and qualified Offerors. PAG may conduct discussions with any Offeror to determine the Offeror's qualifications and/or to explore the scope and nature of the Services, the Offeror's proposed method of performance and the relative utility of alternative methods of approach to the project. Following the validation of qualifications or other discussions, PAG or its designee(s), will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable Proposals (or such lesser number if fewer than three acceptable Proposals were received) by Offerors deemed to be qualified to provide the Services, and the Proposals shall be ranked in accordance with their evaluation scores.

T. SELECTION OF BEST-QUALIFIED OFFEROR

Upon the conclusion of the discussion and evaluations procedures as provided under this RFP and Guam's Procurement Law, PAG shall notify the selected Offerors of their rankings with the intent to begin negotiating a contract with the highest ranked and best-qualified Offeror first.

U. RESPONSIBILITY OF OFFERORS

Before awarding a contract to an Offeror, GFD must be satisfied that the Offeror is responsible. Offerors shall supply information requested by GFD concerning the responsibility of the Offeror. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror. In determining the responsibility of the best-qualified Offeror, GFD shall be guided by the following:

1. The Offeror's current capability in all respects to perform fully the contract requirements;
2. The Offeror's current integrity and reliability which will assure good faith performance;
3. Whether the Offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
4. The Offeror's satisfactory record of integrity with regard to previous contracts and contract awards;
5. The Offeror's satisfactory record of performance with regard to previous contracts and contract awards;

6. Whether the Offeror has qualified legally to contract with the government of Guam; and
7. Whether the Offeror has supplied all necessary information in connection with any inquiry concerning responsibility.

V. NEGOTIATION AND AWARD OF CONTRACT

PAG shall negotiate a contract with the best-qualified Offeror for the Services at a compensation determined in writing by the PAG to be fair and reasonable. PAG reserves the right to contract for the work hereunder in planned phases which is dependent upon need and funding availability. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the Services; (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the Services, and the scope, complexity and nature of such services.

1. Successful Negotiation of Contract with Best-Qualified Offeror: If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract will be awarded to that Offeror.
2. Failure to Negotiate Contract with Best-Qualified Offeror: If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and PAG will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best- qualified Offeror, PAG will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next most qualified Offeror.
3. Notice of Award: Written notice of award will be issued to the Offeror with whom a contract is successfully negotiated and will be public information which is made a part of the contract file.
4. Failure to Negotiate Contract with Offerors Initially Selected as Qualified: Should PAG be unable to negotiate a contract with any of the Offerors initially selected as qualified Offerors, Proposals may be re-solicited or additional Offerors may be selected based on original, acceptable Proposal submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

W. ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW

The PAG and any of its authorized representatives must have the right of access to any

documents, papers, or other records of the Offeror which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Offeror or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine the Offeror's responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Offeror's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded Offeror is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Offeror's personnel for the purpose of interview and discussion related to such documents. By submitting a Proposal in response to this RFP, the Offeror agrees to abide by the following access, audit, and inspection terms:

- A. *Access to Records and Retention.* The Offeror, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years [three years is minimum under Guam law; so use three years unless the terms and conditions of the specific funding source require a different time frame for retention of records] from the date of final payment under any awarded contract, for inspection in Guam or at any reasonable location designated by the PAG and authorized representatives, unless the Offeror is notified in writing by the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the PAG to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.
- B. *Right to Audit.* Offeror shall establish and maintain a reasonable accounting system that enables PAG to readily identify Offeror's assets, expenses, costs of goods, and use of funds. PAG and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal or this solicitation which are kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other

reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror shall at any time requested by PAG, whether before, during, or after completion of an awarded contract, and at Offeror's own expense make such records available for inspection and audit (including copies and extracts of records as required) by PAG. Such records shall be made available to PAG during normal business hours at the Offeror's office or place of business and without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for PAG. Offeror shall ensure PAG has these rights with Offeror's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror's obligations to PAG. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by PAG unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to PAG in excess of one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse PAG for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, PAG may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of PAG's findings to Offeror.

- C. *Right to Enter and Inspect.* PAG may, at any time, without notice enter and inspect an Offeror's or subcontractor's facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror's Proposal or this solicitation, or any contract awarded pursuant to this solicitation. PAG may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror's or subcontractor's compliance or conformity to the solicitation or contract requirements. The PAG, the government of Guam and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the

Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

X. LOCAL PROCUREMENT POLICY

No specification, term, condition, or qualification of this RFP shall exclude any Offeror from consideration on the basis of Guam-only experience provided that the experience of such Offeror is otherwise responsive to the solicitation, in accordance with the requirements of 5 GCA § 5008(e).

Y. RELATIONS WITH OTHER GOVERNMENT AGENCIES

All directions within the scope of the RFP and the awarded contract will be issued by the General Manager of the PAG; Offerors and any awarded Contractor shall not accept such direction from others. Information provided by other government agencies or entities which seemingly conflicts with information provided by the PAG in this solicitation will be discussed with the General Manager of the PAG immediately. This policy is not intended to prevent the Offerors or any awarded Contractor from obtaining necessary information from other governmental agencies or entities.

Z. OBLIGATIONS OF THE OFFEROR

The Offeror shall be responsible for the professional and technical accuracy of its Proposal and the coordination of all designs, drawings, specifications in its Proposal, and all designs, drawings, specifications, and any other work, services, and materials furnished under any awarded contract. The Offeror shall, without additional cost to the PAG or the government of Guam, correct and revise all errors or deficiencies in its Proposal, and if awarded a contract, shall correct and revise all errors or deficiencies in its designs, drawings, specifications, and in its work services, or materials furnished by the Offeror, if found to be defective by PAG.

The Offerors are responsible for securing all approvals for entry onto private property.

Section III.

SCOPE OF SERVICES

TERMINAL OPERATING SYSTEM (TOS)

A. BACKGROUND

The objective of this Request for Proposal is to provide a state-of-the-art single-vendor replacement of Guam's current legacy Terminal Operating System (TOS). The intention of this section is to communicate background information and TOS needs for container and general cargo operations at the Port Authority of Guam (PAG). This section includes a summary of PAG's existing business processes and projected needs for change. Needs are both functional and technical.

The PAG desires a TOS solution that delivers a simple to use interface in keeping with the relatively simple operations at the terminal. The overall approach of the TOS should not be so complex that a small, simple terminal will not find it practical to use. For this reason, the ability to scale-down a mainstream full-functioned TOS is essential.

The PAG desires a TOS that will deliver nearly all desired functionality as a configured standard product. The TOS must be able to manage loaded containers on chassis as a standard function and allow for relatively sophisticated billing functions for container and general cargo activities. The TOS supplier should also support several customers that are of the same scale as PAG.

Port Operations and Technology Overview

Figure 1 below shows the approximate 62-acre terminal boundary. About 40.5 acres of the terminal is a container yard, including wheeled and grounded areas, with 858 dry container trailer stalls and 124 reefer trailer stalls. Stacked containers are handled by top-lifts. The break-bulk area includes a container freight station (CFS) and open storage. The terminal has a truck gate served by clerks in booths with computers, including three dedicated lanes in and one out. Three 40LT Panamax quay cranes work a 1945-foot berth of a 35-foot depth. Annual containers throughput in FY 2023 was about 86,000 units and 20-foot equivalent units throughput per acre per year is about 2,100. Tonnage in the same period was about 1.17 million tons, where 82% of tonnage is container and 18% is breakbulk. Tonnage is 70% import, 10% export, and 20% transshipment. PAG is expecting cargo volumes to double between 2024 and 2030 due to the military buildup on the island.

The primary special characteristics of the terminal are:

- There is a relatively low container throughput, but a high fraction of reefers.

- Containers are both grounded and stored on wheels.
- The terminal has military cargo significance and must serve as a strategic seaport. This may result in a future surge in cargo volumes.
- The terminal handles containers, as well as bulk and general cargo.
- The terminal includes many support functions, such as CFS, flat-rack banding, transloading, and other value-added services.
- Ship planning is done by line representatives.
- The truck gate is a single stage with a clerk in the booth, using a PC-data entry system.
- There is no rail on the terminal.

Source: <https://www.portofguam.com/about-us/financial-information-and-statistics/cargo-statistics-and-graphs>

PAG's current TOS (Navis N4, rel. 2.6) was installed in 2016 and will be supported through October of 2025. For this reason, it is essential for PAG to replace this system and acquire a new, comprehensive, efficient, and effective real-time TOS that will allow for integration, data entry, monitoring, reporting, and analysis at any given time of the day.

The terminal uses limited technology that interfaces with the TOS, consisting of tablets, use of standard EDI, and the integration of the Port's tariff with the N4 billing module. The Port uses a J.D. Edwards financial system that is not currently integrated with the TOS or billing system. The terminal makes limited use of a community access portal from Navis.



Figure 1. PAG Terminal Boundaries

Terminal Photos



Top-lift Container Handling



Truck Gate Canopy on Path into the Terminal



Terminal Tractors



Ships at Berth



Ship to Shore Gantry Cranes



CFS Forklifts



Containers on Chassis in Yard



CFS

Expected Benefits

PAG desires a modern TOS that enables the following benefits:

- Long-term support to minimize disruption.
- More efficient terminal operations and potential to improve productivity by refining operating practices over time.

- Ability to configure software changes initially and over time, rather than a system that is tightly integrated to related systems and difficult to change.
- Ability to easily make modifications to EDI messaging.
- Ability to make BAPLIE and vessel file administration easier.
- Streamlining of billable activity capture and invoicing.
- Flexibility to adjust access permissions, operating logic, and truck gate screens as needed.
- Capability to exchange information effectively with existing systems that will remain.
- Enabling of future addition of modern technology for truck gates and inventory tracking.
- Enabling of future integration with the Port Community System to be installed.
- Ability to integrate with the Guam Customs system planned for the near future.
- Strong Cyber Security provisions .
- Better use of equipment and resources.
- Cost efficiency.
- Improved customer service.
- Cost-efficient solution for the terminal's size.
- Straightforward integration with 3rd party applications.

Container Handling Equipment

The terminal operates as a grounded and wheeled terminal. The Matson operation handles loads on wheels, and other services are primarily grounded. The terminal currently has 3 quay cranes, 9 top-lifts, and 29 terminal trucks.

Equipment Fleet

Containers, chassis, and gensets are owned by the shipping lines, Matson and APL.

TOS Users

The following is a table of PAG divisions, core users, and primary functions involved in the current system:

Division	Active User Count
Operations	53
Community Access Portal (CAP), Agents and Truckers	28
IT and Test Accounts	8
Finance	8
Harbor Master	12
Port Police	2
Total	111

IT Applications

Below is an overview of key applications relevant to this project:

- Finance System: JD Edwards EnterpriseOne. This is not integrated with the TOS today. Future integration is an optional possibility. PAG would like to have better transaction automation and integration of the TOS system to the Port's financial system (JD Edwards EnterpriseOne - E1) and vice versa.

Current Hardware

- 23pcs RD450 Servers running NAVIS Prod & Test
- Multiple Hirschmann, TP-Link, Brocade, 3Com switches for interconnectivity
- 10pcs Engenius Wi-fi Access Point installed in the yard
- 5pcs TP-Link Deco locations for corporate Wi-fi
- The LAN line bandwidth is sufficient for current operations (Synchronous: 450MB/s). On the system with active users, speeds of 75MB/s down and 90MB/s are achieved. There has been a 95% uptime on the LAN network over the past year.
- Gate printer: HP m201dw
- Firewall: SonicWall NSa 4600 running SonicOS Enhanced 6.5.4.5-53n
- Handheld Terminals (HHT): 22 - Honeywell Intermec CK71 and 13 - Blu Tank Extreme 5.0

TOS Overview

The background information includes the most critical aspects of the TOS needs, including the ability to manage loads on chassis, sophisticated billing functions, and a relatively simple to learn and use interface. Ideally, the needs will be met with core, configurable functionality with no software customizations that can cause problems during new release rollouts.

The gate and vessel operations are highly dependent upon the TOS. Vessel planning is done by agents and carriers. They provide all required documentation. The load plan is completed when containers are on the ship. There is no validation or holds used to prevent problematic containers from being loaded. PAG relies on email correspondence and physically segregating containers in the yard. The berth planning is done by the Harbor Master.

The yard operations are minimally dependent upon the TOS. The terminal manually plans load and discharge prioritizing efficiency and safety. PAG does all yard planning manually. The hatch clerk discharges the containers into a heap block and the surrogate clerk completes the moves to the exact 3D location.

PAG runs a daily inventory report pre- and post-vessel operation to track containers, chassis, and break-bulk inventory. Additionally, vessel recaps showing inbound and outbound projection, and break-bulk reports showing pre-checks vs manifest are run. There are no weekly reports regularly run. A monthly 30-day and over report is run. At the gate, Equipment Interchange Receipts (EIR) are run. The trouble desk does not run any reports.

Maintenance and Support

PAG's IT & Ops team requires timely support in their time zone. PAG typically has over 50 concurrent users of the TOS back-end database, and ten users of the planning functions. The terminal requires that 24/7 support be available for the proper functioning of licensed software. It is understood that the terminal will bear the maintenance effort of systems that the TOS relies on and be responsible to ensure that any customizations or configurations work properly. The terminal requests support for the latter, but it can be on an hourly basis during normal business hours. The TOS supplier should have staff with necessary skills required to troubleshoot and resolve reported incidents in a timely manner. The current TOS system requires monthly routine maintenance. Less frequent is preferred. Maintenance should be straightforward and intuitive to complete.

B. GENERAL SCOPE OF SERVICES

A general Scope of Services is provided in this section; however, vendors are encouraged to offer their own opinions and suggestions regarding the Scope of Services for the system, equipment, and services in their proposals. The PAG has developed lists of goals and factors desired for the new TOS, hereinafter contained in this Scope of Services; but these listings of goals and factors are not definitive. They are merely provided as guidelines for vendors. The PAG seeks a comprehensive solution to address its needs for support for the container, bulk, and general cargo processes. Therefore, this procurement will rely upon the vendors to refine many of the technical objectives and provide an innovative concept/plan for the new TOS in their proposals.

The successful contractor should demonstrate an extraordinary knowledge of system security relative to system software operating programs, physical facilities, and electronic protection to safeguard the TOS from man-made attacks as well as natural events. The PAG seeks to award the contract for these services and the new TOS to the vendor who provides the best value to the PAG and the people of Guam, with reference to the items, features, and goals generally described in this Scope of Services, and with reference to the PAG's future needs.

One of the primary goals of this solicitation is to completely and seamlessly transition the PAG to the new TOS with no reliance on the old TOS. It is essential that all standard features of the current TOS remain operational as

the PAG changes over to the new technology. All current originating service types must continue operations, with no service dropout and without loss of critical functions during the transition from the current to a new TOS.

The PAG's preference is for a Commercial Off-The-Shelf (COTS) solution with standardized features that may be customizable. Hosting may be either cloud based or client-server.

C. PROPOSAL SOLUTION AND PROJECT APPROACH--PLAN FOR PERFORMING THE SERVICES

The PAG seeks a comprehensive set of professional services that ensure success of the new TOS. Vendors shall provide a narrative description of their approach to the items shown below in the "Plan for Performing the Services" section of their Proposal, See Section I, Paragraph K. In addition, as part of the narrative, vendors should also respond to any questions in Appendices A and B requiring a narrative response as more fully described in Paragraph E, below. *Narrative responses should, to the extent possible, match the numbering format shown below, and incorporate responses to Appendices A and B.*

C.1 Implementation

C.1.1 Project Planning and Management

Advice for PAG's project implementation team to support and coordinate the TOS implementation.

1. A sufficiently detailed project plan that includes delivery milestones and project progress reports. The Project Plan should indicate which vendor activities will be on site or virtual.
2. Requirements for an onsite fact-finding study to determine the required customizations, and all other tasks necessary to deliver a TOS solution that aligns with the scope of services described in this RFP or to modify the operations processes if necessary.

C.1.2 System Configuration

1. Ability to effectively identify and address gaps in the solution required.
2. Documented Methodology for software changes and customizations, including version control.
3. Ability to assist with uploading all relevant reference data, such as ship schedules, container information, bookings, user accounts, customer information, etc.

C.1.3 Data Migration & Integration with Current IT-related Systems

1. Advice for PAG's project implementation team to coordinate the integration of the surrounding IT systems and to provide required information to PAG and third-party suppliers that ensures a smooth project implementation.
2. Ability to assist with or manage the data mapping and development of the conversion tools into the TOS application.
3. Ability to provide the necessary tools or templates for data migration.

C.1.4 Development

1. Ability to provide enhancements and modifications (if applicable)
2. Ability to provide custom reports, queries, and forms

C.1.5 System Testing

1. Provides Unit testing and QA control of the TOS
2. Ability to support PAG's testing efforts onsite and against required integrations, etc.

C.1.6 System Administrator and End User Training

1. Availability of user documentation and training materials
2. Ability to provide key / super user training at onsite at PAG
3. Ability to provide System Administrator training, including:
 1. Set-up of users
 2. Authorization
 3. User profiles
 4. System supervision and monitoring
 5. Restarting of the TOS system
 6. Backup/restoring databases
 7. Applying patches
4. Ability to provide knowledge transfer
5. Training sessions must be administered by staff knowledgeable in the software. Staff who have had previous experience in Terminal operations are a plus so that there is a mutual understanding of how things are done in a port. The team should be able to fix software issues that arise during training.

C.1.7 Organizational Change Management and Communications

1. Explain your process for identifying and communication potential process change management to utilize the TOS to improve operations.

C.1.8 Deployment (Roll-Out) Support

1. Recommended resourcing for go-live and post go-live support
 1. Onsite resources at terminal
 2. Offsite resources
2. Timeline from go-live to transitioning the project to support.
3. Process to close-out the project.

C.2 Post Implementation Support and Software Maintenance

The supplier must have a formalized helpdesk for providing 24/7 support and for tracking issues, questions and defects. The supplier's helpdesk must be available 24/7

and must be backed up by an organization possessing the necessary skills required to troubleshoot and resolve reported incidents in a timely manner.

The supplier must provide a single document clearly describing the escalation procedure for well-defined types of problems (e.g. non-critical problems, reduced functionalities, or emergencies such as total breakdown of the system). The document must include phone numbers and other relevant contact information. The document must include response times for each type of problem.

C.2.1 Maintenance

1. Number of software updates and new releases annually.
2. What are the average downtime requirements for installation of software updates and new releases. Describe differences between Cloud vs. client server, if both are offered.
3. Availability of user and technical documentation as part of new releases.
4. Expected impacts if software updates and new releases are skipped. Vendor should avoid version skips as much as possible.
5. Rollback procedures if a software update or new release fails.

C.2.2 Support

1. Description of support organization and helpdesk locations.
2. Ability to provide 24x7 helpdesk support for all days of the year.
3. Error resolution processes and response times for the various errors.
4. Escalation levels and procedures.
5. Technical support must be timely. A technical support how to and lessons learned collaboration center is desired.

C.3 Data Storage/Backup

The approach to data storage and back varies by cloud and client-server applications. For reference, data back-up currently performed by PAG is provided below. Please describe your solution's data storage/backup procedures compared to the current PAG schedules below:

1. Ability to perform a full database backup on a recurring schedule (e.g. every other day at 19:00.)
2. Process to perform differential backups on a recurring schedule (e.g. every eight hours beginning at 20:00.)
3. Process to perform Transaction log backups on a recurring schedule (e.g. every 15 minutes on the hour).

C.4 Licensing

Vendor's Price Proposal shall include license, operation, maintenance, and support costs, clearly noting what is included in the base price.

D. TOS ARCHITECTURE, DESIGN, AND COMPONENTS

Vendors shall provide a narrative description of their approach to the items shown below in the “System Architecture, Design, and Components” section of your proposal. In addition, as part of the narrative, vendors should also respond to any questions in Appendices A and B requiring a narrative response as more fully described in Paragraph E, below. *Narrative responses should, to the extent possible, match the numbering format shown below, and incorporate responses to Appendices A and B.*

D.1 Platform Architecture

D.1.1 Platform

The PAG seeks a single-vendor product and implementation solution that will support its business processes, capabilities, and functions. The TOS may be either cloud based or a client-server, COTS solution.

1. Describe the architecture that supports this solution and the critical technical components that are required.
2. PAG desires a relatively small server footprint. The footprint for the current system is too big: 17 production environment servers and 5 test environments.
3. The TOS should not require a platform upgrade within the contract period.
4. The operating system that the TOS is installed on should NOT be an impediment to future upgrades to the system. This was a negative experience for our current system.
5. If mid-contract upgrades are required, a working Test Environment should be available for TOS and platform upgrades.

D.1.2 Source Code Escrow

Provide details of source code escrow services:

1. Identify the software escrow service used.
2. Provide contact information.
3. Describe company policy regarding software escrow updates.

D.2 Test/Training Environment

The PAG seeks test and training environments. Describe your production, training, test, and development environment.

D.3 Software: Product and Service History

1. A history of your application offering(s). This includes initial release date, current version number, current version release date, application development history (list of dates when major functionalities or modules were added or changed, and whether they were in a marketable package/suite or as a solution for a particular industry).
2. Provide detailed information about your product development roadmap for application products.
3. Indicate which third-party software packages are required for applications to function correctly (for example, application servers, web servers, databases, and agents or clients for backup, software distribution and security).

4. If a third-party application is needed, the vendor must procure it and include it as part of the support and maintenance.
5. Indicate who is responsible for purchasing and maintaining licenses for this software.

D.4 Product Support and Service Warranty

1. Vendors should provide a copy, and a description, of all warranties associated with the proposed solution.
2. Vendors should provide a list of any user associations (i.e., groups) or public discussion areas relating to their product or service offerings.

D.5 Product Upgrades and New Version Releases

1. The process for providing upgrades to accommodate changes in laws, regulations, best practices, and new technology.
2. The process of new version releases and the application of service packs to the application product(s). Please specify the number of releases per annum and the time period within which users must adopt each release.
3. Planning and installation of system patches to avoid version skips as much as possible.
4. The quality assurance/testing processes that are followed to determine whether an upgrade or custom modification is suitable for release.
5. The process by which opportunities for system enhancements are identified, screened, programmed, field-tested, and released to customers.
6. Whether the upgrade methodology includes a tracking system both to report on the status of the upgrade and to record problems and bugs.

D.6 Licensing Model

1. Specify all licensing options available with the proposed TOS.

D.7 Unique Requirements

The PAG desires to avoid customization of baseline software and prefers to adopt the business practices inherent in the software, with a preference for a COTS solution. However, the PAG may have business requirements that are unique to the PAG.

1. With this understanding, describe your approach to addressing client-specific needs within your solution related to creating, configuring, and modifying business process models and workflows for business transactions based on business rules.

D.8 Enhancements/Customizations/Future Needs

In the event a requirement is not satisfied with the COTS solution, or a new need is identified after implementation, the PAG may want an enhancement or customization to satisfy these needs. Vendor must be able to customize PAG requirements such as SSR (Special Service Request), labor billing/report & other necessary requirements.

D.8.1 Development Methodology

1. Explain your development methodology.

2. Explain how you engage with clients throughout the process to ensure a successful engagement.
3. Describe the implementation process for custom features.
4. Explain your methodology for ongoing maintenance of the deployed “enhanced” software.
5. What is your bug fix strategy?

D.8.2 Software Estimation

1. How does your team typically estimate the cost and time to build an enhancement/custom feature?
2. What are your current rates?
3. What is your billing structure? E.g., weekly, hourly, fixed?
4. In general, how accurate are your estimates?
5. Will there be any additional costs?

D.8.3 Portfolio and Past Work

Has your company performed any customizations for other clients? Give relevant examples from your portfolio, and include an explanation of the initiative and details of your involvement (design, strategy, development, team size, technology leveraged, length of project).

D.9 Data Import

1. Has your company performed data import services for other clients? Give relevant examples from your portfolio and include an explanation of the initiative and details of your involvement (design, strategy, development, team size, technology leveraged, and length of project).
2. Describe your plan for data import to achieve continuity of the PAG services and its legal mandates, and describe your experience with importing data to the new System and the extent of involvement you will provide in preparing existing data for import.
3. Include suggestions, if any, as to other issues with data import that may arise.

D.10 Cyber Security

Further, this RFP will require vendors to embed certain required levels of cybersecurity, system resilience, fault tolerance, survivability, and network redundancy in their offering as part of the terms and conditions of their service. All vendors shall comply with 46 U.S.C. § 50309, “securing logistics information data of the United States.” No part of vendor’s proposed system shall utilize or offer a “covered logistics platform” as defined in 46 U.S.C. § 50309(e)(1), consisting of a data exchange platform that utilizes or provides, in part or whole:—

(A) the national transportation logistics public information platform (commonly referred to as "LOGINK") provided by the People's Republic of China, or departments, ministries, centers, agencies, or instrumentalities of the Government of the People's Republic of China;

(B) any national transportation logistics information platform provided by or sponsored by the People's Republic of China, or a controlled commercial entity; or

(C) a similar system provided by Chinese state-affiliated entities.

Such a resilient and robust system is critical to the infrastructure of the PAG.

1. Describe your proposed business continuity and disaster recovery solutions, including data replication, redundancy, failover capability, and failback; and also address the following topics in your proposal.

D.10.1 Hosted/SaaS/PaaS Specific System Requirements

1. Provides system availability 24 hours a day, 365 days a year (not including scheduled downtime).
2. Ensures scheduled downtime is pre-approved by PAG one week in advance.
3. Provides system uptime of 99.9%.
4. Stores all data in the Continental U.S.
5. Provides for continuous backup of data and transactions such that the PAG will not suffer data loss in the event of a disaster or catastrophic failure.
 1. The TOS must enable continued operations on limited power and without internet following a power outage. For example, existing clerical mobile applications can also be operated from desktop computers, so that clerks can radio-in updates when the WIFI is down.
 2. If the system experiences downtime and manual operation becomes necessary, the system must allow individual or mass re-entry of transaction records. This should include correct back dated date/time stamps and move sequences.
6. Provides for scheduled, periodic backup of live data to the test/training environment,
7. In the event of a disaster or catastrophic failure, informs PAG:
 1. Within one hour
 2. What vendor has done to recover the data and mitigate any effect of the data loss.
 3. What The scale and quantity of the data loss,
 4. What corrective action vendor has taken to prevent future data loss.

D.10.2 Data Access and Security Breaches:

1. Maintains audit logging to record access activity:
 1. Login/logout attempts by user and workstation,
 2. User submitted transactions,
 3. Initiated processes,
 4. System overrides,
 5. Additions, changes, or deletes to application-maintained data.
2. Upon discovery or reasonable belief of any data breach, notifies PAG by the fastest means available, and in writing within 24 hours. Notification should include:
 1. The nature of the breach,
 2. The data accessed, used, or disclosed,
 3. The person(s) who accessed, used, disclosed, and/or received data (if known),
 4. What has been done to quarantine and mitigate the breach,
 5. What corrective actions has been taken to prevent future breaches.
3. Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to PAG's satisfaction.
4. Provides a report containing the results of the investigation of the breach.

D. 10.3 System Security:

Allows the system administrator to:

1. Define a minimum length password,
2. Define a password expiration timeframe,
3. Prohibit reusing of passwords,
4. Configure control access to the application, modules, transactions, data and reports,
5. Define access rights (e.g., create, read, update, delete) by user ID or functional role,
6. Define functional access rights (e.g., processes, screens, fields, and reports) by user ID or functional role,
7. Restrict access to sensitive data elements (e.g., social security numbers, banking data, etc.) by user ID, user groups or functional role.

E. TOS ANTICIPATED FUNCTIONAL PERFORMANCE AND CAPABILITIES

As a supplement to the narrative explanations for each of the sections in this RFP and Appendix B, the following form must be followed and submitted with the Proposal:

- Appendix A. Functional Needs (see below)

Appendix A. Functional Needs

PAG conducted an evaluation of product features that it expects would be beneficial within the life of the TOS. The outcome is documented in Appendix A. Vendors can respond with an electronic copy or fill out the table in hard copy. Please follow the instructions noted on tab “0 – Introduction”. All five subsequent tabs must be completed.

Responses to the needs noted in the tables will be used to evaluate the proposed system. Please provide a frank, conservative evaluation of the proposed product against these specifications. If a feature is noted as exists, but is not in the core licensed product, please clarify in the comments what would enable this feature. Functionality that requires a custom enhancement or costly configuration effort should be noted. Where possible, contractors can propose variation on the needed feature that accomplishes required functionality without customization.

Appendix B. Vendor Questions

Appendix B contains questions requiring an explanation about the product and services being proposed. Vendors should answer each question, and attempt to incorporate the answers in to the narrative portion of the Proposal. If the reply is already included elsewhere in your proposal or attached standard documentation, please reference the document name and page number in the corresponding cell of the Appendix B question or in the hard copy.

Vendors shall provide a narrative description of their approach to the items shown below in the in the “System Functional Performance and Capabilities” section of your proposal. In addition, as part of the narrative, vendors should also respond to any questions in Appendices A and B requiring a narrative response as more fully described in Paragraph E, below. *Narrative responses should, to the extent possible, match the numbering format shown below, and incorporate responses to Appendices A and B.*

E.1 General User Interface Requirements

1. Provides a browser-based user interface (for example, Apple Safari, Google Chrome, Edge) and stays current with new browser technology.
2. List of any required internet browser plug-ins required for use of system.
3. Supports mobile technologies (e.g., smartphones, tablets).
4. Indicates if mobile is supported through browser with native app or responsive design.
5. Provides fully integrated functionality such that data is entered only one-time and available throughout the system(s) in real time.
6. Datasets must be described with essential metadata to ensure discoverability.
7. Provides an Audit Trail with metadata, user, date, and time stamp throughout all modules, including field level change tracking (before/after values) as well as record level activity, including creation, viewing, editing, deletion and exporting (where applicable).

E.2 Content/Document Management

8. Supports multiple media formats (e.g., image, etc.) and file types (e.g., Excel, Word, PDF, etc.).
9. Provides the ability to support retention policies with respect to images, documents, and/or uploads managed by the system.
10. Offers drill-down/drill across features for users to view documents transactions.

E.3 Reporting and Analysis

11. Provide standard reports out of the box for all core system functions and activities such as crane activity and productivity.
12. Have ability to develop custom reports with a user-friendly interface.
13. Have ability for users to perform ad-hoc queries.
14. Have ability to report on all data fields within the system. Must have the flexibility to report all fields coming from different modules.
15. Provide database schema and access to allow reporting from third party applications.
16. Automate report dissemination via email (individual emails or group email dissemination)..
17. Allow historical reporting, for example: vessel calls within a past date range, or vessel calls year-to-year comparison.
18. Allows for multiple output options, e.g. display, print, PDF, flat file, delimited (CSV), Excel XLSX, RPT, Crystal Reports, email, etc.
19. Have user-configurable dashboard reporting.

20. Allow the extraction of operational data from the TOS to an external business intelligence (BI) system, e.g. downloading of data sets for a day of operation.
21. Have user-friendly reporting capability that allows data to be drawn from multiple tables in a relatively easy way. E.g. table or file joining at the interface or user level.
22. All data captured by the system should be available for PAG's use without additional cost. This is not the case with our current system.
23. Processes transactions in real-time that are immediately available for inquiry and reporting.
24. Allows users to drill down from reports and inquiries to source transactions, e.g. when user clicks a summary, then system gives user a detail and eventually to the source of the records.
25. Provides full integration with MS Excel for all modules (e.g., worksheet export to Excel, data imported from Excel, etc.) and allows users to export reports to Excel that include formulas/formatting.
26. Provides the ability for reporting to be based on user security setting.
27. Provides the ability to save and "publish" ad hoc reports for use by others.
28. Provides the ability to define report from/to dates across multiple fiscal years.
29. Provides periodic (weekly, monthly, quarterly, annually) reporting.
30. Report creation should be easy and simple to use, and preferably without having to utilize third-party software.

E.4 Additional Modules

31. If the vendor has additional modules that it believes may be of use to the PAG, please describe the module and the purpose and cost, if any, of the modules.

F. PROPOSED PROJECT SCHEDULE

All vendors must submit a Proposed Project Schedule with the Proposal. Vendors shall estimate the time required for completion of the implementation of a fully functional and operating TOS as generally outlined in this Scope of Services, and provide time estimates for this phase of the Project in the form of a proposed schedule/timeline for the estimated start time and completion time of the Project from the beginning of the Project through the time that the new System will be in full operation providing TOS services with no reliance on the current TOS.

Please address your proposed preliminary implementation timeline and phasing, recommended implementation approach (i.e., parallel versus serial implementation of modules), and the costs and/or risk associated with the approach you are recommending. Include a Project schedule display, highlighting each required task for this phase of the Services with an estimated start and completion time.

Project implementation for the current TOS took far longer than projected. We understand that things can happen that will cause delays, either from the vendor, third

parties, or the Port. Prompt communication to these possible occurrences is essential to making the appropriate decisions in moving the project forward.

Describe any suggested activities that the PAG could complete prior to the start of the implementation project that would accelerate or facilitate the implementation effort.

Time is of the essence for the implementation and seamless transition from the current TOS to a new, fully functional and operational TOS. Vendors will be evaluated on the speed, efficiency, and feasibility of the proposed schedule/timeline for this implementation phase of the Services. The exact implementation schedule will be based on a mutual agreement between PAG and the awarded Contractor.

G. REFERENCE MATERIALS AND STANDARDS

The TOS scope of services was developed from a survey of port requirements and multiple TOS functionality documents provided by Cargo Velocity from previous projects.

H. AUTHOR AND REFERENCE MATERIALS FOR SPECIFICATIONS

The SPECIFICATIONS for the solicitation of the “NEW TERMINAL OPERATING SYSTEM” have been developed by PAG’s Owner/Agent/Engineer WSP USA Inc., Cargo Velocity Inc. (WSP’s subcontractor), and collaboration with PAG’s Information Technology and Operations divisions. The following individuals include from the PAG, Dennis J. Perez- Systems Manager, Glenn B. Nelson-Operations Manager, Arden B. Bonto-Systems Programmer, Jacob I. Paunte- Systems Programmer, Anthony JS Yatar- Programmer Analyst, Pacifico R. Martir- Deputy General Manager of Admin/Finance, Dominic G. Muna- Deputy General Manager for Operations, Rory J. Respicio, General Manager, from WSP; Mike Dodson-Project Manager, and from Cargo Velocity; Dan Johnson- President.

Section IV.

DECLARATION DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner

Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed herein. I understand that failure to comply with this requirement shall constitute a material breach of contract.

- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

SIGNATURE OF ONE OF THE FOLLOWING:

Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Section V.
DECLARATION re: NON-COLLUSION

_____ [state name of declarant signing below],
declares that:

1. The name of the bidding company or individual is [state name of company]:

_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in a sham proposal or to refrain from making an offer. The bidder has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of bidder or of any other bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other bidder, or to secure any advantage against the government of Guam or any other bidder, or to secure any advantage against the government of Guam or any person interested in the proposed contract. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as the authorized representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

Signature of one of the following:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Section VI.

DECLARATION re: NO GRATUITIES, KICKBACKS, OR FAVORS

_____ [state name of declarant signing below], declares that:

1. The name of the bidding firm or individual is [state name of bidder company]:

_____. Declarant is _____ [state one of the following: the bidder, a partner of the bidder, an officer of the bidder] making the foregoing identified bid or proposal.

2. Neither declarant, nor any of the bidder's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities, kickbacks, and favors set forth in 2 GAR Division 4 § 11107(e). Further, declarant promises, on behalf of bidder, not to violate the prohibition against gratuities, kickbacks, and favors as set forth in 2 GAR Division 4 § 11107(e).

3. Neither declarant, nor any of the bidder's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity, favor, or offer of employment in connection with the bid.

4. I make these statements on behalf of myself as the authorized representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

Signature of one of the following:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Section VII.
DECLARATION re: ETHICAL STANDARDS

_____ [state name of declarant signing below],
declares on behalf of

[state name of bidder company]:
_____, that:

The declarant is _____ [state one of the following: the bidder, a partner of the bidder, an officer of the bidder] making the foregoing identified bid or proposal. Under penalty of perjury, neither declarant nor any officers, representatives, agents, subcontractors or employees of bidder have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, declarant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of bidder will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

I make these statements on behalf of myself as the authorized representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

Signature of one of the following:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Section VIII.

DECLARATION re: COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

PROCUREMENT NO: RFP-PAG-25-001 NEW TERMINAL OPERATING SYSTEM FOR THE PORT AUTHORITY OF GUAM

Name of Bidder: _____

Name of declarant: _____, as the authorized representative of bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees, with regard to all representations herein, hereby declares under penalty of perjury:

1. That I am _____ (the bidder, a partner of the bidder, an officer of the bidder) 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 bidder is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct; and

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS TO ALL BIDDERS – Please attach this Wage Determination to this Declaration Form 006 and include it in your Bid submission]

Executed on: _____
(DATE)

Signature of one of the following:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

AG Procurement **Form 006** (Feb. 16, 2010)

Section IX.
DECLARATION re: CONTINGENT FEES

_____ [state name of declarant signing below],
declares that:

1. The name of the bidding company or individual is [state name of company]:

2. As a part of the bidding company's bid or proposal, the bidding company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).
3. As a part of the bidding company's bid or proposal, to the best of my knowledge, the bidding company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).
4. I make these statements on behalf of myself as a representative of the bidder, and on behalf of the bidder's officers, representatives, agents, subcontractors, and employees. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(DATE)

Signature of one of the following:
Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Section X.

U.S. DEPARTMENT OF LABOR WAGE AND BENEFIT DETERMINATION (SCA)

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5693
Daniel W. Simms Division of | Revision No.: 22
Director Wage Determinations | Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or	Executive Order 14026 generally applies to
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$17.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27
01012 - Accounting Clerk II		16.02
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97

01035 - Court Reporter	17.40
01041 - Customer Service Representative I	12.78
01042 - Customer Service Representative II	14.23
01043 - Customer Service Representative III	15.65
01051 - Data Entry Operator I	12.16
01052 - Data Entry Operator II	13.27
01060 - Dispatcher, Motor Vehicle	17.39
01070 - Document Preparation Clerk	13.85
01090 - Duplicating Machine Operator	13.85
01111 - General Clerk I	11.33
01112 - General Clerk II	12.36
01113 - General Clerk III	13.88
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99
01460 - Switchboard Operator/Receptionist	10.78
01531 - Travel Clerk I	13.65
01532 - Travel Clerk II	15.32
01533 - Travel Clerk III	16.60
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40
05010 - Automotive Electrician	16.34
05040 - Automotive Glass Installer	15.28
05070 - Automotive Worker	15.28
05110 - Mobile Equipment Servicer	13.11
05130 - Motor Equipment Metal Mechanic	17.40
05160 - Motor Equipment Metal Worker	15.28
05190 - Motor Vehicle Mechanic	17.40
05220 - Motor Vehicle Mechanic Helper	12.00
05250 - Motor Vehicle Upholstery Worker	14.22
05280 - Motor Vehicle Wrecker	15.28
05310 - Painter, Automotive	16.34
05340 - Radiator Repair Specialist	15.28
05370 - Tire Repairer	12.67
05400 - Transmission Repair Specialist	17.40
07000 - Food Preparation And Service Occupations	

07010 - Baker	12.21
07041 - Cook I	15.29
07042 - Cook II	17.82
07070 - Dishwasher	10.00
07130 - Food Service Worker	10.18
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	9.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47
09110 - Furniture Repairer, Minor	17.15
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12
11060 - Elevator Operator	10.38
11090 - Gardener	15.28
11122 - Housekeeping Aide	10.38
11150 - Janitor	10.38
11210 - Laborer, Grounds Maintenance	11.55
11240 - Maid or Houseman	10.24
11260 - Pruner	10.34
11270 - Tractor Operator	13.99
11330 - Trail Maintenance Worker	11.55
11360 - Window Cleaner	11.60
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43
12222 - Nursing Assistant II	13.99
12223 - Nursing Assistant III	15.26
12224 - Nursing Assistant IV	17.12
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49

12280 - Phlebotomist	18.65	
12305 - Radiologic Technologist	31.60	
12311 - Registered Nurse I	25.85	
12312 - Registered Nurse II	31.60	
12313 - Registered Nurse II, Specialist	31.60	
12314 - Registered Nurse III	38.24	
12315 - Registered Nurse III, Anesthetist	38.24	
12316 - Registered Nurse IV	45.85	
12317 - Scheduler (Drug and Alcohol Testing)	25.85	
12320 - Substance Abuse Treatment Counselor	25.85	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	21.42	
13012 - Exhibits Specialist II	26.53	
13013 - Exhibits Specialist III	32.45	
13041 - Illustrator I	21.42	
13042 - Illustrator II	26.53	
13043 - Illustrator III	32.45	
13047 - Librarian	29.38	
13050 - Library Aide/Clerk	17.05	
13054 - Library Information Technology Systems Administrator	26.53	
13058 - Library Technician	18.11	
13061 - Media Specialist I	19.15	
13062 - Media Specialist II	21.42	
13063 - Media Specialist III	23.87	
13071 - Photographer I	19.15	
13072 - Photographer II	21.42	
13073 - Photographer III	26.53	
13074 - Photographer IV	32.45	
13075 - Photographer V	39.27	
13090 - Technical Order Library Clerk	21.42	
13110 - Video Teleconference Technician	19.15	
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.71	
14042 - Computer Operator II	17.22	
14043 - Computer Operator III	19.19	
14044 - Computer Operator IV	21.33	
14045 - Computer Operator V	23.62	
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	15.71	
14160 - Personal Computer Support Technician	21.33	
14170 - System Support Specialist	21.24	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23	
15020 - Aircrew Training Devices Instructor (Rated)	29.32	
15030 - Air Crew Training Devices Instructor (Pilot)	34.91	

15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.38
16030 - Counter Attendant	11.38
16040 - Dry Cleaner	12.98
16070 - Finisher, Flatwork, Machine	11.38
16090 - Presser, Hand	11.38
16110 - Presser, Machine, Drycleaning	11.38
16130 - Presser, Machine, Shirts	11.38
16160 - Presser, Machine, Wearing Apparel, Laundry	11.38
16190 - Sewing Machine Operator	13.53
16220 - Tailor	14.07
16250 - Washer, Machine	11.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	13.83
21071 - Order Filler	10.62
21080 - Production Line Worker (Food Processing)	15.36
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	16.59
21150 - Stock Clerk	23.33
21210 - Tools And Parts Attendant	15.36
21410 - Warehouse Specialist	15.36
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	21.03

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	13.77
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68

23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09
24570 - Child Care Attendant	10.22
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	14.06
24620 - Family Readiness And Support Services Coordinator	16.09
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21
27007 - Baggage Inspector	10.02
27008 - Corrections Officer	14.59
27010 - Court Security Officer	14.59
27030 - Detection Dog Handler	11.21
27040 - Detention Officer	14.59
27070 - Firefighter	14.59
27101 - Guard I	10.02
27102 - Guard II	11.21
27131 - Police Officer I	14.59
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44
28042 - Carnival Equipment Repairer	14.68
28043 - Carnival Worker	9.93
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.60
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41

30022 - Archeological Technician II	20.59	
30023 - Archeological Technician III	25.51	
30030 - Cartographic Technician	25.51	
30040 - Civil Engineering Technician	25.51	
30051 - Cryogenic Technician I	28.25	
30052 - Cryogenic Technician II	31.21	
30061 - Drafter/CAD Operator I	18.41	
30062 - Drafter/CAD Operator II	20.59	
30063 - Drafter/CAD Operator III	22.96	
30064 - Drafter/CAD Operator IV	28.25	
30081 - Engineering Technician I	17.32	
30082 - Engineering Technician II	19.44	
30083 - Engineering Technician III	21.74	
30084 - Engineering Technician IV	26.94	
30085 - Engineering Technician V	32.95	
30086 - Engineering Technician VI	39.86	
30090 - Environmental Technician	25.51	
30095 - Evidence Control Specialist	25.51	
30210 - Laboratory Technician	22.96	
30221 - Latent Fingerprint Technician I	28.25	
30222 - Latent Fingerprint Technician II	31.21	
30240 - Mathematical Technician	25.51	
30361 - Paralegal/Legal Assistant I	19.54	
30362 - Paralegal/Legal Assistant II	24.21	
30363 - Paralegal/Legal Assistant III	29.61	
30364 - Paralegal/Legal Assistant IV	35.83	
30375 - Petroleum Supply Specialist	31.21	
30390 - Photo-Optics Technician	25.51	
30395 - Radiation Control Technician	31.21	
30461 - Technical Writer I	25.51	
30462 - Technical Writer II	31.21	
30463 - Technical Writer III	37.75	
30491 - Unexploded Ordnance (UXO) Technician I		28.73
30492 - Unexploded Ordnance (UXO) Technician II		34.76
30493 - Unexploded Ordnance (UXO) Technician III		41.67
30494 - Unexploded (UXO) Safety Escort		28.73
30495 - Unexploded (UXO) Sweep Personnel		28.73
30501 - Weather Forecaster I	28.25	
30502 - Weather Forecaster II	34.36	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	22.96
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	34.76	
31020 - Bus Aide	8.97	
31030 - Bus Driver	12.75	
31043 - Driver Courier	10.26	
31260 - Parking and Lot Attendant	9.91	
31290 - Shuttle Bus Driver	11.65	
31310 - Taxi Driver	11.41	
31361 - Truckdriver, Light	11.21	
31362 - Truckdriver, Medium	12.16	

31363 - Truckdriver, Heavy	17.57
31364 - Truckdriver, Tractor-Trailer	17.57
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95
99030 - Cashier	10.26
99050 - Desk Clerk	10.01
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07
99510 - Photofinishing Worker	15.10
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.63
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month

This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance

Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

UNIFORM ALLOWANCE

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Section XI.

SUBCONTRACTOR UTILIZATION FORM

RFP NO. _____

PROJECT TITLE:

NAME OF PRIME OFFEROR:

E-MAIL ADDRESS:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

The following subcontractors¹ (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E- MAIL ADDRESS:	TYPE OF WORK TO BE PERFORMED:	ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:
---	----------------------------------	--

I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the government of Guam.

Signature of Offeror (Prime Contractor)

Date

Print Name

Title

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services to a prime contractor or higher tier subcontractor under a contract awarded or to be awarded by the government of Guam.

Section XII.

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an 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 PAG of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the PAG 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 PAG, and the service provider shall notify the PAG when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the PAG, then the PAG in its sole discretion may suspend temporarily any contract for services.

I, _____ being a duly authorized representative of the
Offeror,

(print name)

acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

(Company Name)

(Title)

(Signature)

(Date)

Section XIII.

CONFLICT OF INTEREST GUIDELINES

Offerors shall follow these Conflict of Interest (COI) Guidelines when submitting any Proposal in response to a PAG solicitation or procurement or when entering into any Contract with PAG. The Contractor shall follow these COI Guidelines throughout the period during which the Proposal/Bid is open or the Contract is in effect. An Offeror shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Procurement or Contract and shall ensure that the Offeror and each of its Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The PAG will follow and apply these COI Guidelines when conducting PAG procurements.

1. Definitions.

The definitions that apply to these COI Guidelines and the PAG's COI Disclosure Form are at the end of this document.

2. Required Disclosures.

Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply (note that for the purposes of these COI Guidelines "Public Employee" includes all PAG employees):

- an Offeror or any of its Associates have any Apparent, Potential, or Actual Conflicts of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- an Offeror has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential or Actual Conflict of Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submittal of a complete and signed COI Disclosure Form.
- the response to any of the following questions is "yes" (with respect to a Procurement or current Contract with PAG):
 1. Is any Associate of the Offeror a former employee of PAG (within the last year)?

2. Is any Associate of the Offeror a Relative, Immediate Family Member, or Member of the Household of a current employee of PAG who had or may have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor's performance?
3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with regard to any member of an PAG Procurement evaluation or selection team?
4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?
5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent, or Potential Conflict of Interest ("Individual" or "Organizational") with respect to performing the work for PAG?
6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby?
7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?
8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent, or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for PAG?
9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?
10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
11. Has the Offeror or any Associate of the Offeror entered into any contract(s) with PAG for the purpose of advising or assisting in developing any part of the solicitation documents, including specifications, requirements, a scope or statement of work, an invitation to bid, a request for proposals or other documents and materials used in, or related to this procurement?

If none of the foregoing apply, an Offeror shall provide a written and signed certification (specified by PAG) that the Offeror has read and complied with these COI Guidelines

and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the PAG, the Offeror shall complete and submit a Correct and signed COI Disclosure Form.

An Offeror shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Offeror performing any services under a Contract.

The COI Disclosure Form is attached to the solicitation as a mandatory form that must be signed and submitted with Offeror's Proposal.

3. Governing Standards.

Guam laws govern disclosure and management of conflicts of interest in contracting processes. The disclosure requirements of these COI Guidelines apply to all PAG contracting activities {Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services}. There are also Standards of Conduct Policies for conflicts of interest regarding current PAG employees, and the employment of former PAG employees, which are applicable to this procurement, and are explained below.

Standards of Conduct Policy Regarding Former PAG Employees

When employees of firms which compete for or have Contracts with the PAG come to work for the PAG, and when PAG employees go to work for firms which compete for or have Contracts with the PAG, a Potential Conflict of Interest may exist.

Use of a former PAG employee by an Offeror on the same, or substantially similar Procurement, for which the employee performed a role or function for the PAG, unless mitigated to the satisfaction of the PAG, is prohibited for a period of one year following separation of employment with the PAG. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor's performance. The PAG may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate situations, be acceptable to the PAG include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with PAG staff formerly under his/her supervision.

For each Procurement, Offerors shall disclose to PAG the identification of any of Offeror's employee(s) that had been employed by PAG within the twelve-month period prior to the submission date for the Proposal or bid. Each Offeror's disclosure shall include a signed statement by the former PAG employee of their proposed role for the

Offeror in the particular Procurement and any resulting Contract. Failure of an Offeror to disclose such relationship or to remedy such potential violation will result in the rejection of the Offeror's bid or cancellation of the Contract with the PAG as well as being grounds for cancellation of an Offeror's prequalification or designation of an Offeror as ineligible for future Procurements as not being a responsible bidder. (Also see below regarding the ban on any direct beneficial or financial interest.)

Standards of Conduct Regarding Current PAG Employees Conflicts of Interest

The Guam Procurement Law statutory and regulatory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Guam's general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Employees:

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.
- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.
- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers and Public Employees of the government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything valued in excess of \$200 based on an understanding that the offer would influence the public employee's official action or judgment.
- 5 GCA § 5632(a) provides the following: "Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission."
- 5 GCA § 5632(c) and (d) provide the following: "(c) Disqualification of Business When an Employee Has a Financial Interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Territory, in connection with any:

(1) judicial or other proceeding, application, request for a ruling or other determination;

(2) contract;

(3) claim; or

(4) charge or controversy; in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise, or which is the subject of the employee's official responsibility, where the Territory is a party or has a direct and substantial interest.

(d) Selling to the Territory After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed Twelve Thousand Dollars (\$12,000.00), to engage in selling or attempting to sell supplies, services other than personal services, or construction to the Territory for ninety (90) days following the date employment ceased.

The term sell as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory."

- 4 GCA § 15201 states: "No employee shall solicit, accept, or receive, directly or indirectly, any gift valued singly or in the aggregate from a single source in excess of \$200, whether in the form of money, prize, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, when a reasonable person would infer that the gift is intended to influence the employee in the performance of that individual's official duties or is intended as a reward for any official action on that individual's part."

- 4 GCA § 15204 (a), (b), (c), and (d) provide: "No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

(a) seeking other employment or contract for services by the use or attempted use of the individual's office or position;

(b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;

(c) using government time, equipment, or other facilities for private business purposes;

(d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in official capacity."

- 4 GCA § 15205 (a), (b), (c), (d), and (e) provide: "Conflicts of Interest.

(a) No employee shall take any official action directly affecting:

(1) business or other undertaking in which the employee has a financial interest;
or

(2) private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity. A department head who is unable to be disqualified on any matter described in item (1) or (2) of this Subsection may be in violation of this Subsection even if the individual has complied with the disclosure requirements of § 15208; and a person whose position on a board, commission or committee is mandated by statute, resolution or executive order to have particular qualifications shall only be prohibited from taking official action that directly and specifically affects a business or undertaking in which such person has a financial interest; provided that the financial interest is related to the member's particular qualifications.

(b) No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.

(c) No employee shall assist any person or business or act in a representative capacity before any territorial agency for any compensation in any transaction involving the Territory.

(d) No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or other transaction or proposal in which the employee has participated or will participate as an employee, nor shall the employee assist any person, or business, or act in a representative capacity for a fee or other compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

(e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency if the employee has official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”

- 4 GCA § 15206 states: “Contracts.

(a) A territorial agency shall not enter into any contract with an employee or with a business in which an employee has a controlling interest, unless the contract has been awarded through an open, public process. A territorial agency may, however, enter into such contract without resort to competitive bidding process when, in the opinion of the General Services Agency or the procurement officer of that branch of government, the property or services does not fall within the purview of competitive bidding; provided that written justification for the non-competitive award of such contract be made a matter of public record and shall be filed with the Guam Ethics Commission at least ten (10) days before such contract is entered into. With regards to members of boards, commissions, and committees, this Subsection shall apply only to contracts entered into

between a business in which a member has a controlling interest and a territorial agency in which the board, commission, or committee to which the individual is appointed has jurisdiction.

(b) A territorial agency shall not enter into a contract with any person or business which is represented or assisted in a material manner in the matter by a person who has been an employee of that agency within the preceding twelve (12) months and who participated while in 8 territorial office or employment in a material manner in the matter with which the contract is directly concerned.”

PAG’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in Guam’s Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the government of Guam, The Guam Department of Administration Personnel Code of Conduct and PAG’s Standards of Conduct Policies or any other applicable governmental ethics policies.

The one-year prohibition against a Public Employee having a direct beneficial financial interest in a public contract as provided in 5 GCA § 5632(b) would generally preclude the person from working under the public contract and from representing the Offeror in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Offeror (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest, however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

Standards of Conduct for Offerors and Contractors, and Organizational Conflicts of Interest Policy

It is the policy of PAG to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an Offeror’s judgment; and (2) Preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any PAG contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest. This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of

its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system's development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.

- A conflict of interest exists when an Offeror prepares and furnishes complete specifications covering non-developmental items, to be used in a competitive procurement, and submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial production contract.
- If a single contractor drafts complete specifications for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way the government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.
- When an Offeror prepares, or assists in preparing, a statement of work, scope of services, or technical specifications to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless:
 - (i) It is the sole source;
 - (ii) It has participated in the development and design work; or
 - (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
- Agencies should normally prepare their own statements of work, and scopes of services. When contractor assistance is necessary to prepare the statement of work or scope of services, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from

supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:

- (i) It is the sole source;
- (ii) It has participated in the development and design work; or
- (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

- It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

The following situations are not considered to constitute organizational conflicts of interest. This list is not exhaustive:

- In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the government. In many instances the government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence this is not considered an organizational conflict of interest.
- It is not an organizational conflict of interest for Offerors that furnish, at government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.
- It is not an organizational conflict of interest where Offerors, acting as industry representatives, help government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by government representatives.

It is further the policy of PAG to restrict Offeror's use of confidential or proprietary information obtained from previous affiliations with the PAG or the government when competing for PAG contracts. When a contractor requires proprietary information to perform a government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the government or contractor from other sources without restriction.

In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide PAG with copies of these agreements and ensure that they are properly executed.

Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to PAG on the COI Disclosure Form.

Specific Federal Standards—Procurements Related to Design-Build and Design-Bid-Build

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR Part 636, are used as the basis for PAG's guidelines on the subject and specifically regulate both Organizational and Individual Conflicts of Interest. PAG's COI Guidelines incorporate a number of concepts from these federal provisions.

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also "any contract for engineering services, inspection or technical support in the administration of the Design-Build contract." Following is a summary of this federal rule (PAG's COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement, if the consultant furnished only "low-level" documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP. These Design-Build regulations also apply to "improper business practices and personal conflicts of interest" of the PAG's selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations ("FARs"—specifically 48 CFR Part 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state's selection team members in the absence of relevant state laws and procedures. These regulations require government business to be "above reproach," conducted "with complete impartiality and with preferential treatment for none" and with "the highest degree of public trust and an impeccable standard of conduct" to avoid "even the appearance of a conflict of interest." In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily the consulting Offeror providing the engineering services is not eligible to bid on the construction work for the Project.

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or to be acquired for a Project unless such interest is openly disclosed upon the records of PAG and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of PAG (see 23 CFR § 1.33).

Specific Federal Standards - National Environmental Policy Act (NEPA)

No Offeror preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS) may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee or expectation of future work on the Project as well as any indirect benefit the Offeror is aware of such as if the Project would aid proposals sponsored by the Offeror's other clients. Compliance with 40 C.F.R. 1506.5(c) is required, which includes the requirement for a conflict-of-interest disclosure statement from each Offeror establishing that the Offeror does not have a financial or other interest in the Project.

4. COI Considerations Related to Previous Work on Projects.

No Offeror that has previously performed services on behalf of PAG for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless PAG is satisfied in its sole discretion that:

- (a) such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs);
- (b) such services included only Low-Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP;
- (c) such services did not provide the Offeror with access to or knowledge of PAG confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement;
- (d) the prior Contract and information provided to the Offeror in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Proposers;
- (e) the work product from the Offeror incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Proposers; and

(f) any environmental documents prepared by the Offeror have been determined to be objective, and that the PAG demonstrated independent decision-making authority during the environmental process.

In such instances where PAG is satisfied in the manner described above, PAG may still, in its sole discretion, restrict the scope of Procurement services for which the Offeror shall be eligible to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict of Interest exists. All COI Disclosure Forms will be considered public records, as permitted under Guam's Procurement Law.

5. COI Disclosure Process.

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal to PAG, during the Procurement Process, and during the time of performance of any awarded Contract with PAG. If submittal of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict of Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

An Offeror shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Offeror. An Offeror may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required with the proposal applies the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts of Interest are joint tasks among PAG, the Offeror and the Offeror's team. An Offeror must work together with PAG in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with PAG. PAG makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Offeror.

PAG's COI determination is based on a number of factors such as:

- ✓ Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- ✓ Type of Work - specific product or service and Contract(s) involved
- ✓ Relationship to Management - specific interactions with PAG decision-makers
- ✓ Public Disclosure - timing and availability of product or service

The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be

directly applicable to another. For example, the definition of “low-level” documents does not isolate an Offeror producing such documents from a potential COI situation. The ultimate determination will take into account the other factors described above.

6. Examples of Conflict-of-Interest Situations.

PAG offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract, Purchase Request, Purchase Order, or any Contract entered into between PAG and an Offeror, or during any government of Guam Procurement process, in order to provide guidance to Offerors as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror’s reports to PAG on the Project are available to the public. A multi-specialty engineering Offeror that is the parent company of the geotechnical engineering Offeror submits a proposal to design the overall Project. Depending on the particular mitigating facts, PAG might determine in writing that the multi-specialty engineering Offeror is eligible to propose.
2. PAG seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Offerors employed a senior official from PAG who played a significant role in providing direction for the solicitation, six months ago. PAG initially assesses this situation as a potential Organizational Conflict of Interest and provides information to potential Proposers of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying PAG, will not engage in any activities that would violate the PAG Code of Conduct Policy for the prescribed one-year period, and for a period of one year will not have a direct beneficial interest in the contract. Depending on the particular facts, PAG might determine that, while the proposing Offeror has a potential Organizational Conflict of Interest, that conflict has been adequately mitigated and the Offeror will not be disqualified from submitting a proposal.
3. PAG issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer desires to bid. PAG initially assesses this situation as an Organizational Conflict of Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and PAG informs potential Proposers of its concern related to this type of conflict via addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that

address PAG's concerns about the conflict. Depending on the particular facts, PAG determines that the company has an actual conflict of interest.

4. PAG seeks advice of an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Offeror that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, PAG might determine that the role of the Offeror was to represent the industry in the context of a public meeting where other Offerors were invited to submit comments, and that the Offeror therefore does not have an Organizational Conflict of Interest.
5. PAG contracts with an A&E Offeror to develop "low-level" documents prior to establishing a schedule for an RFP in which the "low level" documents, still under development, will be used by prospective Proposers. The A&E Offeror has attended the pre-proposal meeting and wishes to propose on the RFP. PAG determines that the company has a potential Organizational Conflict of Interest because of the fact that the low-level documents have not been made public and the Offeror will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on an PAG website prior to the RFP release. PAG determines that the potential conflict has been adequately managed and the Offeror will not be disqualified from submitting a proposal or being part of the proposing team.
6. PAG contracts with a consulting Offeror to assist PAG in the development of an RFP and sample Contract for a Design-Build Procurement for construction of certain Transportation Projects. The Offeror has close contact with PAG decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Offeror with all management and technical personnel. The Offeror will not be able to submit a proposal in the design-build Procurement, or participate as a team member with an Offeror submitting a proposal in response to the RFP.
7. PAG seeks comprehensive program management services for a series of Transportation Projects. Prior to release of the RFP, PAG shared its interpretation of the applicable conflict of interest requirements with the industry. One of the proposing Offerors has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Offeror describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates or the controls placed on the principal Subcontractor-affiliate relationship. Furthermore, the proposing Offeror has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e.,

- design, source selection, award of Contract, etc.). PAG may conclude the proposing Offeror does not have a conflict of interest that detracts from its eligibility for the program management award. PAG may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the measures and information provided by the proposing Offeror. As a result, if the proposing Offeror is awarded the program management Contract, the related construction company will be ineligible for construction work under the program. This determination will depend upon the precise relationship between the related entity and the Proposer.
8. Completion of a project may encourage construction of a shopping center or industrial park from which an Offeror stands to benefit. If an Offeror is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.
 9. PAG issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing on the design services owns XYZ Inc., a subsidiary that provides program management services to PAG under a separate contract. PAG's intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for award of the A&E design contract.
 10. PAG issues an IFB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to PAG under a separate contract. PAG's intent, as advertised in the IFB, is to use XYZ Inc. for administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for award of the construction contract.

DEFINITIONS

The following definitions apply to these COI Guidelines and the PAG's COI Disclosure Form:

“Actual Conflict of Interest” means that an individual or Offeror is unable to render impartial assistance or advice to PAG, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. “Actual Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the definition for “Potential Conflict of Interest” (see definition below).

“Affiliate” (of an Offeror) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Offeror.

“Apparent Conflict of Interest” means that an individual or Offeror may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict of Interest.

“Associate” (of the Offeror) means an employee, executive, director, key project personnel, consultant, contractor, or Subcontractor, or any immediate family member of the foregoing.

“Authorization” (of the Contract). A public contract is authorized by a Public Employee if the Public Employee participated substantially in the procurement selection process or performed a significant role in the selection of an Offeror or the execution of the Contract. A significant role includes recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

“Bidder” means a legally operating business entity submitting a bid in response to a Procurement solicitation.

“Conflict of Interest” or “COI” means an Individual Conflict of Interest or Organizational Conflict of Interest and includes an Actual, Potential, or Apparent Conflict of Interest.

“COI Disclosure Form” means a manually signed disclosure of any Actual Conflict of Interest, Apparent Conflict of Interest or Potential Conflict of Interest documented in the form of PAG’s COI Disclosure Form.

“COI Guidelines” refers to this document and all references herein.

“Contract” means an Agreement, Contract, Purchase Request (PR), Work Order Contract (WOC), Purchase Order (PO), or any other type agreement with PAG, regardless of what it may be called, for the procurement or disposal of supplies, services, or construction.

“Contractor” means a legally operating business entity that has been awarded a contract in response to a Procurement.

“Correct” means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

“Immediate Family Member” (of the Public Employee) means a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-

in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family.

“Individual Conflict of Interest” means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

“Interest” (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

“Low-Level Document” means A&E, non-A&E and IT program or Project-related documents which provide a basic understanding of a specific aspect of the program or Project. With regard to A&E and related services, it means that the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the solicitation, and did not include assistance in development of instructions to offerors or evaluation criteria.

“Member of the Household” (of the Public Employee) means any person who resides with the Public Employee.

“Offeror” means a Proposer or Bidder under a Procurement solicitation, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. An Offeror includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

“Organizational Conflict of Interest” means that a relationship or situation exists whereby an Offeror or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with PAG and which: (a) diminish the Offeror’s or an Associate’s capacity to give impartial, technically sound, objective assistance or advice; (b) may impair the Offeror’s or an Associate’s objectivity in performing the Contract; (c) may impair PAG’s objectivity in oversight of the Contractor’s performance; or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

“Potential Conflict of Interest” means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. “Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the

holding by the person of the office or position; (b) any action in the person's official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

"Procurement" means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by PAG.

"Project" means any proposed or existing undertaking pertaining to such programs that are assigned to PAG under applicable law.

"Proposal" means a bid, proposal, or other submission appropriate to a Procurement.

"Proposer" means a legally operating business entity submitting a Proposal in response to a Procurement.

"Public Disclosure" means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

"Public Employee" means any person who is serving the government of Guam or any of its political subdivisions or any other governmental body as defined in 5 GCA § 5125 as an elected official, appointed official, employee, agent, or otherwise, irrespective of whether the person is compensated for the services. (For the purposes of these COI Guidelines, all PAG employees are considered Public Employees under this definition.)

"Relative" (of a Public Employee) means:

- any individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- any individual for whom the Public Employee has a legal support obligation or for whom the Public Employee provides benefits arising from the Public Employee's public employment or from whom the Public Employee receives benefits arising from that individual's employment.

"Subcontractor" means a contractor or subcontractor at any tier lower than the awarded Contractor.

Section XIV.

CONFLICT OF INTEREST DISCLOSURE FORM

PAG RFP No. 025-001

Offerors under Contract or proposing to enter into a Contract with PAG must comply with the "Conflict of Interest Guidelines" attached to this solicitation. The definitions of terms used in this COI Disclosure Form shall be those provided in the Conflict of Interest Guidelines (note that "Public Employee" includes all PAG employees).

This COI Disclosure Form is submitted in response to:

PAG ☐ RFP# _____ [or] ☐ IFB# _____ (check only one)

☐ Contract # _____ (if applicable)

☐ Changes to COI Disclosure Form previously submitted for RFP # _____, IFB # _____, or Contract # _____ (if applicable)

This COI Disclosure Form must be signed in ink by an authorized representative of Offeror to certify that it is correct. An Offeror's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

- (a) the Offeror's disclosures are complete, accurate, and not misleading.
- (b) the Offeror has provided the COI Guidelines to all Associates and Subcontractors (if any) and this form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as an Authorized Representative for the Offeror identified below:

Complete Legal Name of Offeror: _____

Address: _____

Telephone: _____

Fax No: _____

Signature: _____ **Date:** _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

Please add additional sheets as necessary to respond to the "Comments" field.

1. a) Is any Associate of the Offeror a former employee of PAG within the last year?

No ☐ Yes ☐

b) Is any Associate of the Offeror a Relative, Immediate Family Member, or Member of the Household of a current PAG employee that had or will have any involvement with this Procurement or Contract Authorization? No ☐ Yes ☐

If the answer to either of the above questions is “Yes”, complete the attached “Relatives and Former PAG Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).

2. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with regard to any known member of an PAG Procurement evaluation or selection team? No ☐ Yes ☐

Comments:

3. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? No ☐

Yes ☐ Comments:

4. Does the Offeror or any Associate of the Offeror have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for PAG or acquisition of any real property for the Project?

No ☐ Yes ☐ **Comments:**

5. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee’s vote, official action or judgment would be influenced thereby?

No ☐ Yes ☐ **Comments:**

6. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the two-year period? No ☐ Yes ☐

Comments:

7. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent, or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for PAG? No ☐ Yes ☐ **Comments:**

8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? No ☐ Yes ☐

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Offeror have any financial or other interest in the outcome of this Project; and/or does the Offeror have any agreement,

enforceable promise, or guarantee to provide any future work on this Project?

No ☐ Yes ☐ Comments:

9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.) No ☐ Yes ☐ N/A ☐ Comments:

10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?

No ☐ Yes ☐ N/A ☐ Comments:

11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with PAG for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals, or other solicitation documents and materials related to this procurement?

No ☐ Yes ☐ Comments:

Relatives and Former PAG Employees - Roles and Signatures

On the next page, for each employee of the Offeror that was employed by PAG within the last year, state the job the employee performed for PAG, the role the employee now serves for the Offeror and the date the employee left PAG. Use Part A for Offeror/Associates with Relatives, Immediate Family Members, or Members of the Household previously working for PAG that have had or will have involvement with this Procurement or Contract. Use Part B for Offeror/Associates with Relatives, Immediate Family Members, or Members of the Household currently working for PAG that have had or will have involvement with this Procurement or Contract.

Part A: Employees that left PAG in the last year.			
Employee Name/Signature	Job Performed for PAG	Current Role with Offeror	Date left PAG
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of PAG? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of PAG? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> Involved with this Procurement on behalf of PAG? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Part B: Identify Associates of the Offeror that are Relatives, Immediate Family Members, or Members of the Household of PAG employees currently working for PAG, if the PAG employee had or will have any involvement with this Procurement or Contract.			
Offeror Associate's Name	Name and Relationship of Relative, Immediate Family Member, or Member of Household Employed at PAG	Role at PAG	PAG employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

Appendix A. Functional Requirements

PAG conducted an evaluation of product features that it expects would be beneficial within the life of the TOS. The outcome is documented in the enclosed tables.

Please refer to the electronic copy to supply your answers to Tabs 1-5 in the form provided. Use the drop-down selection tool to choose the best answer and provide comments for clarification. If filling out the table in hard copy, indicate whether the need is addressed as one of the following options: Current Function, Configurable Function, Future - To Be Available at Go Live, Future Function, or No Function. If you wish to refer to a page of your proposal, or standard product literature, please note that page in your comments.

Responses to the needs noted in the tables will be used to evaluate the proposed system. Please provide a frank, conservative evaluation of their proposed product against these specifications. A drop-down menu allows indication of the capability for each feature. If a feature is noted as exists, but is not in the core licensed product, please clarify in the comments what would enable this feature. Functionality that requires a custom enhancement or costly configuration effort should be noted. Where possible, vendors can propose variation on the needed feature that accomplishes required functionality without customization.

Item	Area	Relevant Cargoes	Core Area Needs	TOS Company should select Best Fit Answer	TOS Company Comments to PAG
1	Berth	Cty, BB	Record / report damage.		
2	Berth	Cty, BB	Generate and manage cargo discharge list.		
3	Berth	Cty, BB	Use handheld devices to interact with TOS for clerical functions.		
4	Berth	Cty, BB	Produce storage plans, hatch lists.		
5	Berth	Cty, BB	Generate cargo load lists.		
6	Berth	Cty, BB	Manage cargo load actions and sequence.		
7	Berth	Cty, BB	Generate cargo reports on incoming and outgoing vessels, and vessel discharge reports (throughput times, discharge reports, cargo availability, labor and equipment usage, etc.).		
8	Berth	Cty, BB	Provide a graphical berth plan to display the actual berth utilization and the actual performance of the vessel.		
9	Berth	All cargo types	Plan berth according to vessel schedules, manifest information, vessel type or characteristic (Container, RoRo, ConRo, Bulk, Passenger, etc.).		
10	Berth	All cargo types	Assign berth based on plan, schedule, commodity or cargo type, vessel type, and availability of berth, unloading equipment, and value added services.		
11	Berth	All cargo types	Maintain actual and planned status of the berth based on operational condition and vessel schedule.		
12	Berth	All cargo types	Have ability to designate some berths as "dry berth".		
13	Berth	All cargo types	Provide the ability to flag certain voyages. For example: military is not to be included on reports or viewable in the system except by designated personnel.		
14	Berth	All cargo types	Create and update discharge services to support billable service activity for vessel discharge operations.		
15	Berth	All cargo types	Allow users to view daily, weekly, monthly schedules for vessels. Clarify if via web portal or TOS.		
16	Berth	All cargo types	Receive electronic import cargo manifest for use in forecasting activities.		
17	Berth	All cargo types	Create / update vessel-based service orders to capture operational and billable vessel service activity (e.g. ship stores, water, waste, bunkering, etc.).		
18	Berth	All cargo types	Provide ability to use mobile computers or web interfaces to manage berth operations.		
19	Berth	All cargo types	Receive storage plans, hatch lists.		
20	Berth	All cargo types	Plan and assign labor / stevedoring activity to vessel discharge operation.		
21	Booking	Cty, BB	Allow manual entry of booking and BOL (bill of lading) definitions used to authorize movement of export/import foreign cargo.		
22	Booking	Cty, BB	Allow manual entry of booking and BOL equivalent definitions used to authorize movement of outbound/inbound domestic cargo.		
23	Booking	Cty, BB	Allow manual entry of booking and BOL equivalent definitions used to authorize dray movement of outbound/inbound cargo not related to vessel calling at PAG.		
24	Booking	Cty, BB	Allow manual request Booking/BOL/Partial RoL, pending PAG authorization. Roll by cargo ID, quantity, sku, type, grade, etc.		
25	Booking	Cty, BB	Allow manual entry of booking and BOL or equivalents by groups of the same cargo or by individual units.		
26	Booking	Cty, BB, Dry, Liquid	Allow manual request Booking/BOL/Vessel Call Change and port of discharge, subject to appropriate user permissions.		
27	Cargo Tracking	Cty, BB	On Port - Track by BOL, vessel, voyage, customer, ID #, lot #, customer reference, SKU, cargo ID #, delivery order #, bill of lading #, booking #.		
28	Cargo Tracking	Cty, BB	On Truck - Track by bill of lading#, booking#, customer cargo IDs.		
29	Customer Portal	Cty, BB	Customers may directly check if their containers are ready.		
30	Customer Portal	Cty, BB	For cargo notifications, users may select parameters for automatic email or SMS.		
31	Customer Portal	Cty, BB	Log all activities, including who and when activities occurred.		
32	Customer Portal	Cty, BB	User can upload, download BAPLE files.		
33	Customer Portal	Cty, BB	Users can query damaged cargo. Customer should have visibility to damage codes, damaged cargo, and supporting documentation.		
34	Customer Portal	Cty, BB	Provide the ability to manage and create truck appointments.		
35	Customer Portal	Cty, BB	User can interact with multiple terminals from a single portal.		
36	Exports	Cty, BB	Identify cargo that was on the load list but not loaded to a vessel.		
37	Exports	Cty, BB	Notify parties (agency, longshore of truck arrival.		
38	Exports	Cty, BB	Submit cargo map and plan to the stevedore for vessel loading along with the cargo location.		
39	Exports	Cty, BB	Record/confirm received cargo against the broker or freight forwarder dock receipt.		
40	Exports	Cty, BB	Record cargo damage by recording typed comments and/or by saving images to the record file.		
41	Gate	Cty	Ability to receive/reuse bare chassis from gate and to manage them in yard.		
42	Gate	Cty, BB	Manage and handle releases - freight, Customs, other, etc.		
43	Gate	Cty, BB	Ability to handle paperless EIRs to truckers via email, web portal, texting, or other methods.		

Item	Area	Relevant Cargoes	Core Area Needs	TOS Company should select Best Fit Answer	TOS Company Comments to PAG
44	Gate	CY, BB	Receive and record carrier and shipment data, booking, Bill of Lading (BOL), container, chassis, etc.		
45	Gate	CY, BB	Manage and reallocate work queue assignments at gate.		
46	General Cargo	CY, BB	Commodity Master: Capture all types of commodities handled by the facility.		
47	Inventory and Yard Management	CY	Have ability to marry containers to chassis (note in database that containers are on a specific chassis)		
48	Inventory and Yard Management	CY, BB	Track and manage inventory in the yard via list for empties and chassis. All boxes will have good XYZ locations.		
49	Inventory and Yard Management	CY, BB	Provide the ability to track/locate cargo as it is moved throughout the terminal/yard.		
50	Inventory and Yard Management	CY, BB	Provide the ability to create/update a customizable yard layout for multiple terminals/yards.		
51	Master Files	CY	Master fleet file - create, update, manage chassis. Yard chassis inventory should be managed by chassis number.		
52	Master Files	CY, BB	Equipment Master: Provide administrator-managed master data table for all equipment in a facility.		
53	Master Files	CY, BB	Create/update yard areas and warehouses, define details like areas, storage spaces, dimensions, etc.		
54	Master Files	CY, BB	Master fleet file - create, update, manage individual trucks for trucking company.		
55	Master Files	CY, BB	Unit of Measurement Master: Convert dimensions into locally used units (can be called from any module)		
56	Reporting	CY, BB	Provide standard reports out of the box for all core system functions and activities such as crane activity and productivity.		
57	Reporting	CY, BB	Have ability to develop custom reports with a user-friendly interface.		
58	Reporting	CY, BB	Have ability for users to perform ad-hoc queries.		
59	Reporting	CY, BB	Have ability to report on all data fields within the system.		
60	Reporting	CY, BB	Provide database schema and access to allow reporting from third party applications.		
61	Reporting	CY, BB	Automate report dissemination via email.		
62	Reporting	CY, BB	Allow historical reporting, for example, vessel calls within a port date range, or vessel calls year-to-year comparison.		
63	Reporting	CY, BB	Have ability to download reports to other formats such as: Excel, PDF, etc.		
64	Reporting	CY, BB	Have user-configurable dashboard reporting.		
65	Reporting	CY, BB	Allow the extraction of operational data from the TOS to an external business intelligence (BI) system, e.g. downloading of data sets for a day of operation.		
66	Reporting	All cargo types	Have user-friendly reporting capability that allows data to be drawn from multiple tables in a relatively easy way. E.g. table of the joining at the interface or user level.		
67	Vessel	CY, BB	Track vessel time-related data. For example: ETA, ETD, actual arrival, actual departure, time anchored, time at berth, etc.		
68	Vessel	CY, BB	Establish additional data related to vessel voyages. For example: berth, terminal name, number of projected shifts, stowage/maintenance, and security requirements, etc.		

Item	Area	Container Area Needs	TOS Company should select Best Fit Answer	TOS Company Comments to PAG
1	Container	Provide tools to define terminal layout and configuration (yard map updates, as needed over time.)		
2	Container	Have ability for users to define yard handling equipment (type, number, etc.).		
3	Container	System allows monitoring and planning for hazardous segregation in yard by class.		
4	Container	System allows monitoring and planning for hazardous segregation on ships by class.		
5	Container	Mobile device software is optimized for use on mobile devices.		
6	Container	For stow planning, the user can create graphical representation of specific vessel.		
7	Container	User can define and save vessel stowage patterns for next vessel.		
8	Container	Ensure that only released containers are stowed to the vessel.		
9	Container	Reconcile that all loads scheduled to be loaded by the carrier are actually loaded, leaving no loads behind.		
10	Container	Yard planning system allows dynamic CHE ranges.		
11	Container	Capture yard segregation rules and access rules to assure proper yard placement.		
12	Container	Have ability to correct container number ISO codes at the gate during a transaction.		
13	Reefer	Have ability to create job lists for reefer technicians to plug and unplug containers based on required move times.		
14	Reefer	Have ability for reefer technicians to acknowledge job completion for reefer plugging and unplugging.		
15	Reefer	Auto-create job lists for reefer technicians whenever a reefer move is required.		
16	Reefer	Allow reefer mechanics to pre-trip reefers via handheld computer/tablet.		
17	Yard	Have ability to define yard allocation rules for locations or groups of locations within the yard file.		

Item	Area	General Cargo Area Needs	TOS Company should select Best Fit Answer	TOS Company Comments to PAS
1	Cargo Tracking	On Vessel - Track by BOL, vessel, voyage.		
2	Cargo Tracking	On Port - Track by BOL, vessel, voyage, lot#, customer reference, SKU, cargo ID #, delivery order #, bill of lading #, booking #.		
3	Cargo Tracking	On Truck - Track by bill of lading #, booking #, customer cargo IDs.		
4	Exports	Record/confirm received cargo against the broker or freight forwarder deck receipt.		
5	Exports	Record damaged cargo and damaged containers.		
6	Exports	Track cargo as it is loaded onto the vessel.		
7	Exports	Track cargo that was on the load list but not loaded to a vessel.		
8	Exports	Confirm when vessel loading is complete.		
9	Imports	Record/confirm discharged cargo (commodity, quantity, marks).		
10	Imports	Verify delivery order data against manifest data and notify customer service of discrepancies for reconciliation.		
11	Imports	Edit/add cargo items to a bill of lading.		
12	Inventory and Yard Management	Have ability to call to QC module for operational cargo inspection, and any other inspections.		
13	Inventory and Yard Management	Track/locate cargo as it is moved throughout the terminal/yard.		
14	Inventory and Yard Management	Track and report damaged/inoperable cargo associated with a vessel voyage and booking number for exports and BOL for imports.		
15	Logistics	Manage cargo allocation, loading/unloading instructions, etc. Manage documentation for trucks, incoming and outgoing (routing instructions, etc.)		
16	Logistics	Manage gate-in for trucks including appointments, cargo clearance, demurrage costs, truck and driver authorization, trouble window support, provide post-gate tickets, etc.		
17	Service	Create/update/manage service orders, records of events/transactional data from templates, status updates.		
18	Service	Assign labor to service orders or specific services within service orders (Call to labor module).		
19	Service	Vessel/Truck Schedule Manager: Provide operational ETA, ETD, ATA, ATD support.		
20	Warehouse	Allow planning of labor and assignment to warehouse service orders.		
21	Warehouse	Create/update inventory records.		

Item	Area	EDI Needs	TOS Company should select Best Fit Answer	TOS Company Comments to PAS
1	EDI	Process inbound BAPLUE files via EDI or manually.		
2	EDI	Create outbound BAPLUE files via EDI or manually.		
3	EDI	EDI system provides error monitor including description of data translation errors.		
4	EDI	System alerts user to failed EDI transactions.		
5	EDI	System provides reason codes for failed EDI transactions.		
6	EDI	System allows PAS to manually correct failed EDI files and manually reprocess them.		
7	EDI	Reprocess EDI-resend at request of trading partner and reprocess after corrections made for problem transactions.		
8	EDI	Create EDI partner definitions to EDI partner ID and mapping it to their system ID (i.e. freight agent ID, bill to customer ID, etc.).		
9	EDI	Create EDI partner mapping sets. Mapping sets include parameters of what to map like which terminal, which moves, which charges, etc.		
10	EDI	Create EDI partner code conversion maps. This identifies customer-specific codes to be translated to and from PAS system codes.		
11	EDI	Trigger EDI Runs: Accommodate - Scheduled run (time-based schedule), real time (continuous polling for new transaction sets) and Manual run (user-triggered).		
12	EDI	Use BAPLUE data.		
13	EDI	Exchange EDI messages with trading partners using various communication protocols (FTP, HTTP, SFTP, etc.).		
14	EDI Message	322-Receive/Transmit ANSI X12 322 Terminal Operations and Intermodal Ramp Activity.		

Item	Area	Billable Activity Area Needs	TOS Company should select Best Fit Answer	TOS Company Comments to PAG
1	Billing	Rate Structure can be volume tier based.		
2	Billing	Utility charges		
3	Billing	Port managed 3PL charges include: Moves, Admin Fee, Fuel Surcharges, Overweight Fees		
4	Billing	Configurable Invoice creation (ex. Name, vessel, gate)		
5	Billing	Provide detailed audit trail of billable events and any charges to billable events.		
6	Billing	Provide access to look up historical invoices and associated supporting attachments.		
7	Billing	System can generate a flat file for use in loading to remote finance system. (JDE Enterprise One)		
8	Billing	Ability to include comment field on invoices, credit memos, and voids.		
9	Billing	Utilize commodity code table to establish billing rates.		
10	Billing	Generate invoices based on captured terminal activities.		
11	Billing	Integrate with FMS at GL level and Cost Center.		
12	Billing	Integrate with FMS for invoice distribution (email)		
13	Billing	Ability to invoice for bundled flat racks. (both bundling and transportation)		
14	Billing	Bill by equipment size/type or TEU		
15	Billing	Create customer (Beneficial Cargo Owner) profiles in TOS to bill charges for terminal handling services.		
16	Billing	Include or exclude weekends in free time calculations.		
17	Billing	Set Import Free Time and time-based charges by tiers per contract.		
18	Billing	Based on assigned roles and security, define business months and select posting month for each invoice (current month or prior month).		
19	Billing	If charge is related to vessel, carry the unique identifier for the vessel call through to billing and operational reports.		
20	Billing	Create terminal tariffs for all services.		
21	Billing	Create ad hoc services not in tariff that PAG offers to customers.		
22	Billing	Have ability to bill for Container Yard activities such as gate transactions and yard activity.		
23	Billing	Provide the ability to change the tariff item/billing rate.		
24	Charges/Fees	Have ability to configure dockage fees per Tariff.		
25	Charges/Fees	Labor		
26	Charges/Fees	Equipment Rental and Mobilization		
27	Charges/Fees	Furnish Fresh water.		
28	Charges/Fees	Hazardous cargo fee		
29	Charges/Fees	Wharfage		
30	Charges/Fees	Throughput Charge by Container (Import, Export, Full, Empty)		
31	Charges/Fees	Restow Containers (CDC, QCI)		
32	Charges/Fees	Receiving Containers at the Gate.		
33	Charges/Fees	Grounding Containers.		
34	Charges/Fees	Mourning Containers.		
35	Charges/Fees	Delivering Containers at the Gate.		
36	Charges/Fees	Remove/return containers to the stock.		
37	Charges/Fees	Segregating Containers.		
38	Charges/Fees	Drays in and out		
39	Charges/Fees	Empty storage		
40	Charges/Fees	Demurrage		
41	Charges/Fees	Pre-trip staging		
42	Charges/Fees	Electrical Service for Reefers (by hr., by day, free days)		
43	Charges/Fees	Overweight container pick		
44	Charges/Fees	Stacking/Unstacking Chassis		
45	Charges/Fees	Shuffing		
46	Charges/Fees	Unshuffing (striping)		
47	Charges/Fees	Fuel Surcharge		
48	Charges/Fees	Receiving Chassis at the Gate.		
49	Charges/Fees	Delivering Chassis at the Gate.		
50	Charges/Fees	Transload during Stripping activity		
51	Charges/Fees	Re-handling charges		
52	Charges/Fees	Late Gate charges		

Appendix B. TOS Supplier and Product Information

Please refer to the electronic copy to supply your answers in the form provided. Tab 1 provides guidance for information to include in your narrative response to this RFP. Tab 2 has questions that should be answered or addressed within the tab. Please provide references if the questions are answered elsewhere in your RFP response.

Item.	Area	Please include in your proposal the following elements.
1	Contracting	Please share a copy of your licensing agreement for our review, including any options that are applicable.
2	Implementation	Describe company project delivery methodology.
3	Implementation	Describe the typical project duration, for a Cloud vs. locally hosted solution for a terminal of this size. Mention the on-site time required for both cases.
4	Implementation	To what extent does the implementation delivery rely on the efforts of local staff?
5	Implementation	What team will be expected from the terminal side, including potential outside consultants, to assist with the TOS implementation? What percentage of time will this team need to be available during the project?
6	Implementation	Please summarize your EDI implementation process.
7	Implementation	Describe how reporting is managed. Provide a list of standard reports offered with your system. Please note if there is a tool provided so that the customer can design their own reports.
8	Implementation	Please explain if functions that are not needed can be hidden from the user interface during system implementation. For example, major menu items and advanced functions that are not needed for this case. Explain if roles and permissions limit or reduce the menu options in the UI.
9	Implementation	Describe your training program. Mention training during and after implementation, and any on-line tools. Mention if your program covers system administrator training, including: set-up of users, authorization, user profiles, system supervision and monitoring, restarting of the TOS system, backup/restoring, and applying patches.
10	Implementation	<p>Within your training program, please note:</p> <ul style="list-style-type: none"> - Ability to perform on site system training. - Organized curriculum and defined workflow process. - Offer of on-line training modules. - Offer of a learning management system (video-based education). - On-line help is available. - Availability of user documentation and training materials. - Ability to provide key / super-user training at site
11	Qualifications	Provide company profile, country of registration, main and support office locations, and years in business. Provide a copy of annual report, if available. Provide a list of global reference sites, and detail at least three comparable installations (e.g. similar size, complexity, operating model).
12	Qualifications	Please provide a table showing your installed locations, the country where installed, the software product(s) from your firm used at the location, and an indication if the customer uses the product(s) for general cargo, container business, or both general cargo and container.
13	Qualifications	Provide evidence of financial stability, including your Dunn and Bradstreet Reference number.

Item.	Area	Please include in your proposal the following elements.
14	Solutions	Describe TOS products available, and how long each case has been on the market. (E.g. client/server, remote hosted client/server, Cloud-based).
15	Solutions	What is the TOS software code and database platform? Is the data structure open? Standard?
16	Solutions	Please indicate the database software (OEM, product, and version details) that is compatible with your product. If you offer only a proprietary database software, please indicate your support model.
17	Solutions	If you have one, please explain your solution for a web portal to pre-enter gate information before truck arrival at the gate. Explain if the solution allows truckers, dispatchers, consignees, etc. to input, update and query data.
18	Solutions	Assuming the terminal uses the TOS gate application and not a separate GOS, please describe your gate applications. Mention how your system directs drivers where to go in the yard to deliver and pick up containers. Please detail any paper-based vs. paperless options. Describe how your TOS will support trouble transactions from the gate. Describe gate screens available.
19	Solutions	If you have a Cloud solution option, describe it in detail. Will a portion of the solution run on local servers? How will integration with local applications work?
20	Solutions	Please indicate the database software (OEM, product, and version details) that is compatible with your product. If you offer only a proprietary database software, please indicate your support model.
21	Solutions	Fully describe or reference within your proposal your product's data warehouse and business intelligence capabilities.
22	Support	Briefly describe your support organization and helpdesk locations.
23	System Support	Explain the recommended hardware/network/server requirements for your Cloud and client/server solutions, as applicable. Also explain expected wireless bandwidth.
24	System Support	For both Cloud and client/server options as applicable, explain a recommended approach for continued operation in case of a 24-hour power loss. Assume that the IT systems at the terminal will roll-over automatically to back up power supply via diesel generators.
25	System Support	For both Cloud and client/server options as applicable, explain how the system can respond to a loss of wireless communications connectivity.
26	System Support	Describe or reference within your proposal the security controls in your system. Address role-based rules, defaults, and user level permissions. Also address inherited permissions.

Item	Area	Question	Reply. (If the reply is included in your proposal, or attached standard documentation, please reference the page number in your response.)
1	Background	What is the closest software support office to the project site? In which time zone is your fully staffed support desk? E.g. not a 24-7 emergency desk.	
2	Experience	How many of your TOS customers have your solution installed in USA and the USA territories?	
3	Experience	How many terminals of a similar size/TEU volume to Giam do you have installed?	
4	Implementation	What proportion of your customers have avoided customized code, and have a configured, standard product TOS installation?	
5	Implementation	How are new ship profiles uploaded to system for ship planning at implementation, and thereafter as new ships are expected?	
6	Implementation	Does your TOS feature a configuration "wizard" tool to make initial set up easier?	
7	Integration	Please describe your ability to interface with 3rd party technology for gates and data devices in the yard (OCR, RFID readers, GPS, PDS).	
8	Integration	Does your TOS have ability to interface and share data with the JD Edwards financial system? Please note for Cloud vs. installed situation.	
9	Integration	Does TOS work with many mobile computer hardware options? Should the terminal replace the existing handhelds (Honeywell Intermec and Blue Tank Extreme)?	
10	Integration	What are your company's recommendations regarding outfitting vehicle-mounted terminals (VMTs) for our vehicles?	
11	Integration	Is your TOS ready to receive data updates from reads of RFID tags on street trucks, gantries and chassis?	
12	Maintenance	Do you have a pending re-platforming of the code base or data logic of the TOS that will require all users to eventually upgrade to it? If so, when will this be available?	
13	Maintenance	If offering an installed (client server) software option, how are upgrades and releases rolled out?	
14	Maintenance	If offering a Cloud-based solution, how are upgrades and releases rolled out? Are the Cloud upgrades automatic or voluntary?	
15	Maintenance	What are average downtime requirements for installation of software updates and new releases? (Cloud vs. client server, if both are offered)	
16	Maintenance	Briefly describe impacts if software updates and new releases are not installed by customer?	
17	Maintenance	Briefly describe rollback procedures if a software update or new release fails.	
18	Maintenance	What is your update process for emergency patches that must be released to a single customer prior to the next official release?	
19	Maintenance	How will a Cloud-hosted solution from your company (if you offer one) impact the work at the terminal to maintain the TOS?	
20	Maintenance	Please describe recent major product changes. Please note any major features to be released in the next year.	
21	Reporting	Please describe how vessel productivity is measured and reported in your standard product.	
22	Technical	Is there a difference in database latency with a Cloud vs. client-server approach?	
23	Technology	Please confirm that there are no plans to sunset the TOS solution that is proposed for delivery within 5 years.	