

GUAM PUBLIC SCHOOL SYSTEM OFFICE OF SUPPLY MANAGEMENT

REQUEST FOR PROPOSAL

WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES FOR THE GUAM PUBLIC SCHOOL SYSTEM



Issued Date: April 10, 2009
Submission Date: May 1, 2009
Guam Time: 5:00 PM, Friday

RFP No. GPSS RFP 009-2009

NERISSA BRETANIA-SHAFFER, Ph. D.
Superintendent of Education

Prepared by:
Roque A. Alcantara
GPSS Office of Supply Management
2009

**GUAM PUBLIC SCHOOL SYSTEM
GOVERNMENT OF GUAM**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation Instructions and General Terms and Conditions attached to a Bid Invitation to ascertain that all of the following (see boxes checked) requirements of the bid are submitted in the bid envelope in duplicate at the date and time for bid opening.

- 1. Fifteen percent (15%) Bid Bond in the form of Cashier's Check, Letter of Credit, or Surety bond. Surety bond, to be valid, must be accompanied by:
 - a. Current certificate of Authority issued by the Insurance Commissioner.
 - b. Power of Attorney issued by the Surety to the Resident General Agent.
 - c. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- 2. Affidavit Disclosing Ownership and Commissions.
- 3. Non-Collusion Affidavit
- 4. Non-Gratuity or Kickback Affidavit
- 5. Ethical Standards Affidavit
- 6. Copy of Current: Business License or, Contractor's License
- 7. Local Procurement Preference Application qualifying on all sections **2, 3 & 4.**
- 8. Statement of Qualifications (as prescribed herein)
- 9. OTHER: Proof of technical Education, Training and/or membership in professional associations, societies or boards in the specified service field to support Statement of Qualifications.

This reminder must be signed and returned in the bid envelope with the bid. Failure to comply with requirements will mean disqualification and rejection of bid or rejection for failing to provide the submission documents as required in sections indicated.

I, _____, authorized representative of
acknowledged receipt of this special reminder to prospective bidders together with Bid
Invitation/Number **GPSS RFP009-2009** this date of _____ 20____.

Bidder's Representative's Signature

**GUAM PUBLIC SCHOOL SYSTEM
GOVERNMENT OF GUAM**

Public Law 18-44 Requirements AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

Public Law 18-44 requires all bidders to submit an Affidavit Disclosing Ownership and Commissions as a qualifying condition for participation in any Government of Guam bid. Failure to do so or failure to incorporate all the provisions required by Public Law 18-44 will mean disqualification and rejection of bid. In addition, the notarization Of the affidavit shall be in accordance to current notary public law. Failure to comply with current notary public law will result in disqualification and rejection of bid.

Excerpt from PL 18-44:

Section 44. A new Section 6961.3 is added to the Government Code to read.

Section 6961.3. Affidavit Disclosing Ownership and Commissions. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such of partnership, sole proprietorship or corporation, which have been by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall open and available to the public for inspection and copying.

Special Note: Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

1. A bidder intends to participate in bids schedule for October 5, 15, and 25, 2000. He has to prepare and submit a NEW AFFIDAVIT ON OCTOBER 5 and may submit copies of affidavit on the bids for October 15 and 25.
2. A bidder intends to participate in bid schedule for October 20 and November 5, 2000. He has to submit a NEW NOTARIZED AFFIDAVIT for EACH BID .

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS
FORM A FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES FOR
THE GUAM PUBLIC SCHOOL SYSTEM (GPSS)
GPSS RFP 009-2009**

CITY OF _____)
 _____)ss.
 STATE OF _____)

A. I, the undersigned, being duly sworn, depose and say that I am an authorized Representative of the offeror and that [*please check only one*]:

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as _____ [*please state name of offeror company*], and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [is none, please so state]:

<u>Name</u>	<u>Address</u>	<u>%of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [*if none, please so state*]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA § 5233 by delivering another affidavit to the government.

Dated: _____

 Signature of one of the following:
 Offeror, if the person is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation

SUBSCRIBED and SWORN to before me
 this _____ day of _____, 20__.

NOTARY PUBLIC

My commission expires:

INSTRUCTION TO PROVIDER:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) Major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to **Guam Public School System**, it should be accompanied with copies the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) Major Officers of the Surety to whoever is signing on their behalf.

GOVERNMENT OF GUAM

BID BOND

No. GPSS RFP 009-2009

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereafter called the Principal, and (Bonding Company),

_____ a duly admitted insurer under the laws of the Government of Guam, as Surety, hereinafter called Surety are held firmly bound unto the Government of Guam for the sum of Dollars (\$ _____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Government of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Government of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Government of Guam the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Government of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligations shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

GOVERNMENT OF GUAM

PERFORMANCE BOND

No. _____

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor)

_____, as Principal hereafter called the Contractor, and (Bonding Company), _____ a duly admitted insurer under the laws of the Government of Guam, as Surety, hereinafter called Surety are held firmly bound unto the Government of Guam as Oblige, in the amount of _____ Dollars (\$ _____), for payment of whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20____ entered into a contract with the Government of Guam for (describe project and insert project number) _____

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contractor.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then the obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alternation or extension provided the same is within the scope of the contract. Whenever Contractor shall be and is declared by the Government of Guam to be in default under the Contract, the Government of Guam having performed territorial obligations there under, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing Contract in accordance with its terms and conditions, and upon determination by the Government of Guam and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Government of Guam, and make available as work progresses (even through there should be a default under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding _____, including other cost and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as use in this paragraph shall mean the total amount payable by the Government of Guam to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government of Guam to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government of Guam or successors of the Government of Guam.

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

**GUAM PUBLIC SCHOOL SYSTEM
GOVERNMENT OF GUAM**

BRAND NAME OR EQUAL

(As used in this clause, the term "brand name" includes identification of products by make and model).

- a. If items called for by this Invitation for Bids have been identified in the schedule by the "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate and quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and determined by the Government to meet fully the salient characteristics requirements listed in the invitation.
- b. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the invitation for Bids.
- c. (1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the products offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing activity.

Caution to Bidders: The purchasing activity is not responsible for locating or securing and information, which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

NOTE: Supplemental of Section 19, GPSS General Terms and Conditions Sealed Bid Solicitation and Award.

**GUAM PUBLIC SCHOOL SYSTEM
GOVERNMENT OF GUAM**

LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Guam Public School System Procurement Regulations Section 1.7 States:

"All procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens, lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Director of Education or his designee."

- 1. I, _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Bid No. _____. By filling in this information and placing my signature below, I understand that Guam Public School System will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied to the referenced bid.
- 2. I, _____, representative for _____, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for Bid No. _____.

Name: _____

Title: _____

Address: _____

Telephone No: _____

Fax No: _____

E-Mail No: _____

**GUAM PUBLIC SCHOOL SYSTEM
GOVERNMENT OF GUAM**

**BIODEGRADABLE, REUSABLE, RECYCLABLE OR RECYCLED PRODUCTS
(Public Law 21-22, GPSS PR Section 3.9.14.7)**

When possible, emphasis shall be placed on the purchase of products that are biodegradable, reusable, recyclable, or recycled products, or any combination. These Regulations shall provide that the cost (prior to any adjustments for local vendors) of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, recyclable, or non-recycled products they are replacing.

Please identify line items offered which are recyclable and/or a biodegradable product which qualifies my offer to the ten percent (10%) preference allowed by law.

Under the Guam Public Law 21-22, ten percent (10%) allowance preference is given to vendor who's products are biodegradable, reusable, recyclable or recycled materials or any combination thereof.

Please identify products that fall under this category and provide products data sheet or other acceptable written supporting documents.

Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

The Administrator, Supply Management reserves the right for securing from Bidders information to determine whether or not they are responsible and to inspect plant site, place of business, and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPSS PR Section 3.16).

All vendor(s) whose products qualify must complete the following for consideration:

1. Offering recyclable and /or biodegradable product(s): Yes No

2. List of products offered by the bid line item number(s):

Name: _____

Title: _____

Address: _____

Telephone No: _____

Fax No: _____

E-Mail No: _____

**GUAM PUBLIC SCHOOL SYSTEM
GOVERNMENT OF GUAM**

**GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD**

IFB No: GPSS RFP 009-2009

Only those Boxes checked below are applicable to this bid.

- X** 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of 5GCA, Chapter 5 titled the Guam Procurement Act and the Guam Public School System Procurement Regulations (copies of both are available for inspection at the Guam Law Library and the Guam Public School System Procurement Office). It requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
- X** 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Bidder to provide the Government of Guam, Guam Public School System (GPSS) with specified services or with materials, supplies or equipment **completely assembled and ready to use.**
- X** 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Guam Department of Revenue and Taxation.
- X** 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Guam Department of Revenue and Taxation.
- X** 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with 5GCA Chapter 5 Section 5008 and Section 1.7 of the Guam Public School System Procurement Regulations.
- X** 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis Reference: Section 3.15.6 of the Guam Public School System Procurement Regulations. If the Government does not require all or none bids (Section 7 is not checked off), but the bidder indicates on the bid that it is an all or none bid, then the Government will deem the bid submitted as non-responsive.
- X** 8. **INDEPENDENT PRICE DETERMINATION:** The Bidder, upon signing the Invitation to Bid, certifies that the prices in his bid were derived at without collusion and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of 5GCA Chapter 5, Section 5650 of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in 5GCA Chapter 5, Section 5650 of the Guam Procurement Act.
- X** 9. **BIDDER'S PRICES:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the Bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. **Failure to explain this requirement will result in rejection of the bid. (See Section 23)**
- X** 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the Bidder's name, Bid number, date, time and place of Bid Opening.
- X** 11. **BID BOND REQUIREMENT:** Bidders are required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of **fifteen percent (15%)** of his highest total bid offer. Bid guarantee will be a Bid Bond on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a Contractor (contractor) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Government of Guam. Bidder must include in his/her bid valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Guam Department of Revenue and Taxation. Failure to submit a valid Power of Attorney or Certificate of Authority on the surety is caused for rejection of bid. (GPSS PR Section 3.9.3.3.)

Pursuant to Public Law 27-127 Section 2 subsection 5212 hereby added to Part B of Article 3 of Chapter 5 of Titled 5 of the Guam Code Annotated: Requirement for Bid Security shall be required for all competitive sealed bidding for the procurement of supplies or services when the total price is estimated by the Chief Procurement Officer to exceed twenty-five thousand dollars (\$25,000). Amount of Bid Security shall be in an amount equal to fifteen percent (15%) of the total amount bid.

12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form PB-1, standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local Banks or Bonding Institution in the amount equal to NOT APPLICABLE percent (%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Administrator, Supply Management shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Administrator, Supply Management shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPSS PR Section 3.9.3.4).
- X 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 12 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- X 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien Surety's Resident General Agent. The Surety must be an insurance company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- X 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- X 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Administrator, Supply Management reserves the right for securing from Bidders information to determine whether or not they are responsible and to inspect plant site, place of business, and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPSSPR Section 3.16).
- X 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Administrator, Supply Management shall be guided by the following:
- a) Price of Items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability to the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all conditions to the Solicitation.
- X 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Administrator, Supply Management has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids (GPSS PR Section 3.9.15.2).
19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrict, and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the Bid.

21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids unless otherwise specified in the solicitations.. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
22. **LABORATORY TEST:** Contractor is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specification. This report is on the Bidder's account and must be from a certified Testing Association.
- X 23. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest responsible and Responsive Bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bids received. The Administrator, Supply Management shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after the original award. No award shall be made under this solicitation, which shall require advance payment or irrevocable letter of credit from the Government (GPSS PR Section 3.9.14.1).
24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- X 25. **SCHEDULE FOR DELIVERY:** Contractor shall notify GPSS - Office of Supply Management Attn: Mr. Roque A. Alcantara @ 475-0436 at least Twenty-four (24) hours before delivery of any item under this solicitation unless otherwise specified in the solicitation.
26. **BILL OF SALE:** Contractor shall render Bill(s) of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill(s) of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase order.
27. **MANUFACTURER'S CERTIFICATE:** Contractor is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.
- X 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206) that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery to destination.
31. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:
- The Contractor shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoe, etc.
- b) Guarantee of Other Type of Equipment:
- Unless otherwise stated in the Invitation for Bid, the Contractor must guarantee offers for labor and against defective parts, workmanship and performance for a period of not less than one (1)

year after date of receipt and agree to service the equipment during the duration of the guarantee period. All parts found defective not caused by misuse, negligence, or accident within the guarantee period shall be replaced without any cost (including labor) to GPSS. GPSS reserves the right to require service at any time during the duration of the guarantee period. The Bidder must also honor the manufacturer's warranty which must be submitted with the bid (GPSS PR Section 3.28.1).

c) Compliance with this Section is a condition of this Bid.

- X 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The Bidder or Contractor 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 and represents that it has not violated, it is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Chapter 11 (Ethics in Public Contracting) 5GCA Chapter 5 of the Guam Procurement Act and Chapter 11 of the Guam Public School System Procurement Regulations.
- X 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The Bidder or Contractor represents that it has not retained a person to solicit or secure a Government 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 (GPSS PR Section 11.8).
- X 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidders and Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- X 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- X 36. **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6.1.3.1 of the Guam Public School System Procurement Regulations.
- X 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6.1.4.3 of the Guam Public School System Procurement Regulations.
- X 38. **TERMINATION FOR CONVENIENCE:** The Guam Public School System may, when the interest of the Department so requires, terminate this contract in whole or in part, for the convenience of the Department. The Guam Public School System shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6.1.10 of the Guam Public School System Procurement Regulations.
- X 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6.1.9 of the Guam Public School System Procurement Regulations.
- X 40. **JUSTIFICATION OF DELAY:** Bidders, who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the Bidder is not able to meet the specified delivery date, he is required to notify the Administrator, Supply Management of such delay. [Notification shall be in writing and shall be received by the Administrator, Supply Management at least twenty-four (24) hours before the specified delivery date.] Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Administrator, Supply Management such justification is not adequate.
- X 41. **LIQUIDATED DAMAGES:** When the Contractor is given notice of delay or nonperformance as specified in "Section 13" (Termination for Default) of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two percent (2%) of outstanding order per calendar day from date set for cure until either the Government reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services. If the contractor is not terminated for default, to the extent that the Contractor's delay or nonperformance is excused under Section 40 (Excuse for Nonperformance or Delayed Performance) of the Termination of Default Clause of this contract, liquidated damages shall not be due the Government. The Contractor remains liable for damages caused other than by delay (GPSS PR Section 6.1.8.1).

x 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violations of any governmental ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

X 43. **RESTRICTIONS ON SEX OFFENDERS:** If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction or an offense with the same elements as heretofore defined, or who is listed 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 the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

X 44. **PREVAILING WAGE DETERMINATION (Pursuant to Public Law 26-111):**

AN ACT TO ADD ARTICLE 13 TO CHAPTER 5 OF TITLE 5 OF THE GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING MINIMUM AND PREVAILING WAGE DETERMINATION, LEAVE REQUIREMENTS AND BENEFIT REQUIREMENTS FOR EMPLOYEES OF SERVICE AND OTHER CONTRACTORS OF THE GOVERNMENT OF GUAM.

Section 1. Legislative Findings and Intent. I Liheslaturan Guåhan finds that there are no prevailing wages, or set benefits, established for employees of private contractors awarded service and other contracts by the government of Guam, except to the extent that the minimum wage law applies, and specifically to the extent that the Federal prevailing wage applies to construction contractors.

This lack of minimum standards sets an insecure and uneven playing field for businesses wishing to do business with the government of Guam in the service area. Moreover, and more critically, it forcefully depresses wages and benefits among employees of firms doing business with the government of Guam, as firms are compelled to reduce bids in order to remain competitive with other bidders. I Liheslaturan Guåhan finds this to be inequitable and detrimental for the employees of these private firms.

Section 2. Article 13 is hereby added to Chapter 5 of Title 5 of the Guam Code Annotated to read as follows:

“ARTICLE 13”

WAGE AND BENEFIT DETERMINATION

Section 5801. Wage and 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 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 and 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.

Section 5802. Benefits. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions 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.

Section 5803. Department of Labor Monitoring and Penalizing Authority. The Guam Department of Labor, or its successor, shall monitor compliance with the provisions of this Article. The Director of the Department of Labor, or that person's successor, shall investigate possible or reported violations of the provisions of this Article, and shall forward such findings to the Chief Procurement Officer of the General Services Agency, or that person's successor.

The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication Law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to the assessment of daily penalties of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

Section 5804. Probation and Appeal. A contractor who violates the provisions of this Article, as determined by the process authorized in § 5803 of this Article, may be placed on a probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During such probationary status, a contractor shall not be awarded any contract by any instrumentality of the government of Guam. A contractor who has been placed on probationary status pursuant to this Article, or who has been assessed a monetary penalty pursuant to this Article, may appeal such penalty or probationary status to the Superior Court of Guam.

- X 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contract for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone No: _____

Fax No: _____

GUAM PUBLIC SCHOOL SYSTEM GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Treasury of Guam.
2. **PREPARATION OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.
 - e) Bids must state a definite time for delivery of supplies or performance of services.
 - f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations of instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. For receipt, the solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this Solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples of descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the Solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Public School System Procurement Regulations Section 3.9.11.1).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity (Guam Public School System Procurement Regulations Section 3.9.11.2).
8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluation bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destinations as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any,) item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Public School System Procurement Regulations Section 3.9.12.).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for non-disclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (PL.16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Public School System Regulations Section 3.9.12.3).
13. **MULTI-STEP SEALED BIDDING:**
- a) It is defined as a two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the Government, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-phase have their bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
- b) In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
- 1) only unpriced technical offers are requested in the first place;
 - 2) priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3) the criteria to be used in the evaluation are those specified in the Special Provisions and the General Terms and Conditions;
 - 4) the GOVERNMENT, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5) the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
 - 6) the service being procured shall be furnished generally in accordance with the bidder's technical offer as found to be finally acceptable and shall meet the requirements of the invitation for Bids.
- c) **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request non-disclosure of trade secrets and other proprietary data identified in writing.
- d) **EVALUATION OF UNPRICED TECHNICAL OFFERS.**
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the invitation for Bids. The unpriced technical offers shall be categorized as:
- 1) Acceptable;
 - 2) Potentially acceptable, that is, reasonably susceptible of being made acceptable;
or
 - 3) Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.
- The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the invitation for Bids or engage in technical discussions as set forth in GPSS PR Subsection 3.9.20.5 of this Section.
- e) Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for approval by the Superintendent of Education or his designee.

**GUAM PUBLIC SCHOOL SYSTEM
REQUEST FOR PROPOSAL**

GPSS RFP 009-2009

A. GENERAL INFORMATION

- Purpose:** The Guam Public School System (GPSS) currently has web site that is outdated in appearance, structure and in the presentation of content. An opportunity exists to re-engineer the site to better reflect the mission of the department and incorporate the latest web technology. All content, coding and graphics will become the sole property of the Guam Public School System.
- Authority:** The Guam Public School System's Procurement Regulations adopted on November 30, 1994 and the applicable laws of Guam govern this Bid Invitation.
- Issued by:** GPSS Office of Supply Management
Guam Public School System
312 Aspinal Avenue Suite B-202
Hagatna, Guam 96910
- Date of Issue:** This Request for Proposal is issued on April 10, 2009.
- Date Due:** Proposal must be submitted by 10:00 am, Friday, May 1, 2009. **Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration.** Late bids will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.
- Bids:** One (1) original and one (1) copy of the bid must be submitted in a sealed envelope addressed to the Guam Public School System and clearly marked "**Request for Proposal No. GPSS RFP 009-2009.**" The bidder's name, address, and phone numbers must be identified on the envelope.
- Place:** Proposals must be submitted to the GPSS Office of Supply Management Office of the located on the 2ND floor of the Administration/Manuel F.L. Guerrero Building in Hagatna.
- Conference:** A pre-bid conference will be held 10:00 am, Friday, April 17, 2009 at the Guam Public School System's Conferences Room.
- Questions:** Questions concerning this Request for Proposal may be directed to:
Mr. Roque A. Alcantara
Administrator, Supply Management
Phone No.: 671-475-0436/8
Fax No.: 671-472-5001

These specifications have been written to describe minimum service requirements to be supplied by the bidder. Reasonable tests may be conducted upon delivery before acceptance.

The GPSS reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specifications discrepancies and to award the bid as it deems to be in the best interest of the Government.

B. GENERAL DESCRIPTION

The general intend of this RFP is to create a flexible, informative web site that is easy to maintain. To develop a friendly site that can deliver large amounts of constantly changing information to our key audiences. In addition to designing a user-friendly site with an intuitive interface, must develop a web-based, database-driven administration tool that allows key personnel to easily update minor content. The Guam Public School System will maintain ultimate editorial control of content.

1. To be effective, the web site must be:
 - a. Easy and intuitive
 - b. Visually pleasing
 - c. Informative
 - d. Safe and secure
 - e. Quick to load and operate

2. The Guam Public School System's vision is:
 - a. To maximize web-based technologies
 - b. To Build and enhance stakeholder relationships
 - c. To Improve program delivery and service
 - d. To Provide focused web-based solutions

3. Specific Goals:
 - a. Increase awareness of the Guam Public School System mission and encourage public confidence.
 - b. Retain current viewers and gain new ones
 - c. Strengthen relationships with community partners and stakeholders
 - d. Attract qualified and diverse staff
 - e. Improve business process efficiencies
 - f. Present comprehensive information and resources in an easy to use format

C. SCOPE OF SERVICES

Description of Services Required: The Guam Public School System is seeking the services of a qualified website development company to upgrade or develop the current GPSS website that will meet the requirements set forth below.

Present Condition: GPSS has a current website www.gdoe.net that is hosted and maintained in-house. GPSS would like to update this website to have a more professional appeal.

Development Guidelines: The website designed by the successful candidate must meet the following criteria:

- a. Create a content management system that will permit non-technical GPSS staff to instantly upgrade web site content on specific pages.
- b. Create an aesthetically pleasing, quick loading and user friendly website with focus on functionality.
- c. Develop a website on a scalable platform that allows future growth with minimal development.
- d. Convert substantial amounts of existing content to a new web site.
- e. Visually Appealing---The site must have an attractive mix of text and graphics.
- f. Common Theme---Each section of the site should have a common look and feel. The GPSS logo should be prominently displayed on every page as a common header.
- g. Consistent Design---The use of photographs, fonts and layouts should be consistent throughout the site.
- h. Easy to Navigate---The site should be easy to navigate. Information should be grouped and presented in a logical manner and require no more than three levels of "drill down" for the user to find the desired information.
- i. Development of web pages to accommodate the proposed navigation scheme.
- J. Provide necessary software and licenses to maintain site internally or externally, as decided by the Guam Public School System.

- k. Provide search capabilities using key words or phrasing that will identify content from throughout the site.
- l. Provide cost effective hosting and maintenance contract.
- m. Project Management---An assigned project manager will be made available to present information and coordinate with GPSS staff, including a reasonable number of meetings to present design and development solutions.
- n. The home page should be vibrant, professional looking with GPSS images. The current home page provides ten subsections, which should be expandable, and provide menus for additional information. (Subsection will be re-engineered) Below are existing subsection guidelines.
 - 1. Parents and Students
 - 2. Personnel
 - 3. Suruhanu
 - 4. Financial/Administration
 - 5. Federal Programs
 - 6. GPSS Technology and Data
 - 7. Special Education
 - 8. Research, Planning and Evaluation
 - 9. Contact Us
 - 10. GEPB Superintendent Evaluation 2009
- o. Maintenance and updates---Once the site has been completed and accepted by the GPSS, the site may be maintained by the provided as needed by GPSS.
- p. Once the web site has been completed and accepted by the GPSS, the web site design and all its contents, software and architecture become property of the Guam Public School System.

Requirements for Providers and Website Specifications:

- a. Provider must have done business with the Government of Guam for five (5) years or more and must have performed website development services for no less than five (5) government agencies. Samples and/or letters of recommendation from at least five (5) government agencies must be provided for verification.
- b. The Guam Public School System encourages creativity in the proposals submitted; however there are certain requirements for the web site project. Proposals must account for all of the following requirements.
 - 1. Site must be PCI DSS Compliant, and proof of compliance is required.
 - 2. Site must be compatible with IE, Mozilla and Netscape browser from lower versions and highest.
 - 3. Web site must not require plug-ins as a default.
 - 4. Site must be built in accordance to the Web Content Accessibility Guidelines 1.0, provided by the W3C and should also be easily accessible to the novice as well as the experienced Internet user.
 - 5. Fast Loading Pages---The web site must be designed with a balance of text and graphics such that each page loads in 8 seconds or less on the average computer.
 - 6. Website should be hosted on a 500MB-1GB of disk space with 5 to 10 GB Monthly Traffic.
 - 7. Provider must provide the GPSS with an FTP access account, detailed traffic analysis, optional secure web-based remote administration, and updating.
 - 8. Provider must allow an initial 30-day test period to ensure that all aspect of the site is in full operations.
 - 9. Web provider will provide technical support/training to GPSS relating to site procedures for modifying, troubleshooting, site security and prevention downtime.