



JOSEPH T. DUENAS
Chairman



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General Manager

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Accountability · Impartiality · Competence · Openness · Value

INVITATION FOR BID (IFB) NO.: GPA-016-20
DESCRIPTION: SF6 Circuit Breakers

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, one (1) original and two (2) copies, at the date and time for bid opening.

- (XX) BID GUARANTEE (15%) May be in the form of;
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check (NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)
 - b. Letter of Credit or
 - c. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 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 whomever is signing on their behalf.
- () STATEMENT OF QUALIFICATION;
- () SAMPLES;
- (XX) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered)
- (XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS;
- (XX) NON-COLLUSION AFFIDAVIT;
- (XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- (XX) ETHICAL STANDARDS AFFIDAVIT;
- (XX) WAGE DETERMINATION AFFIDAVIT;
- (XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

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

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

(XX) OTHER REQUIREMENTS:

A Guam Business License and/or Contractor's License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

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

On this _____ day of _____ 2020, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID

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

[Handwritten Signature] 1/7/2020

JOHN M. BENAVENTE, P.E. DATE
General Manager

DATE ISSUED: 01/14/2020 & 01/21/2020 BID INVITATION NO.: GPA-016-20

BID FOR: SF6 Circuit Breakers

SPECIFICATION: See Attached

DESTINATION: Guam Power Authority, Dededo Warehouse

REQUIRED DELIVERY DATE: 26 Weeks After Receipt of Order (ARO)

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00 P.M.**, Date: **01/29/2020** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within one hundred twenty (120) calendar days from the date opening to supply any or all of the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

JOHN M. BENAVENTE, P.E. DATE
General Manager

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

INVITATION FOR BID NO.: GPA-016-20

Requisition No.: 33697

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
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1.0 SF6 Circuit Breakers 5 Each \$ _____ \$ _____

COMPLY / NON-COMPLIANCE:

A. SPECIFICATIONS:

- A.1- Dead tank type
- A.2- Nominal voltage: 34.5 kV
- A.3- Maximum voltage: 38 kV
- A.4- Rated continuous amps: 3000 A
- A.5- Frequency: 60 Hz
- A.6- Current transformers: 3000/5 multi-ratio with available taps for 2000/5 and 1200/5 ratios.
- A.7- Minimum bushing effective strike distance: 20 inches.
- A.8- Bushings shall include 90 degree, vertical NEMA terminal pad, tin-plated aluminum.
- A.9- Density and pressure gauges shall be mounted inside breaker control cabinet with sight glass to view from outside when cabinet doors are closed.
- A.10- Control cabinet shall be of stainless steel construction.
- A.11- Shall include 4 each, 3/4 inch x 8 inch long stainless steel expansion bolts.
- A.12- Each breaker shall include the following spare parts, in addition to those identified in GPA Specification No. E-017, Revision 4, Section 4.17.2:
 - a.) 1 each closing coil
 - b.) 1each trip coil
 - c.) 1 each anti-condensation heater
 - d.) 1each hand-held, battery operated, portable SF6 leak detector (ex. DILO's SF6 Leak Pointer)
 - e.) 3 each manuals

COMPLY / NON-COMPLIANCE:

B. REQUIREMENTS:

- B.1- As part of this bid, two (2) GPA representatives shall witness the Factory Acceptance Testing (FAT). Bidder shall be responsible for airfare (Economy-Plus class equivalent minimum), accomodations, car rental meals, and other incidentals.
- B.2- Each bidder shall fill out and submit section 10.0, Bid Technical Form of GPA Specification No. E-017 along with their bid proposal.

REFERENCE:

GE Grid Solutions
Type: DT1-72.5 FK F1

Siemens Energy, Inc.
Type: SPS2-38-40-2

Approved Equal or Better

NOTE:

Notwithstanding the fact that this contract was written by one (1) party, it will be construed that it was written by two (2) parties.

DELIVERY REQUIREMENT:

26 Weeks After Receipt of Order (ARO)

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

INVITATION FOR BID NO.: GPA-016-20

Requisition No.: 33697

NO.	DESCRIPTION	QTY. U/I	U/P:	T/P:
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TO BE COMPLETED BY BIDDER:

MANUFACTURED BY/BRAND NAME: _____


CAT. NO./PART NO.: _____

PLACE OF ORIGIN: _____

EXPORT ABROAD: _____

TIME OF DELIVERY AFTER RECEIPT OF PURCHASE ORDER: _____

Specifications Generated By:

 12/30/19
 Jerald P. Taitano Date
 Supervisor, Substation Electrician, T&D

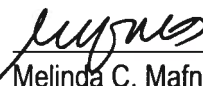
Specifications Reviewed By:

 12/30/19
 Vincent A. Pangelinan, P.E. Date
 Power System Superintendent, T&D

Specifications Concurred By:

 1/2/20
 Anselmo M. Manibusan Date
 Manager, Transmission & Distribution

Specifications Approved By:

 1/7/2020
 Melinda C. Mafnas, P.E. Date
 Assistant General Manager of
 Operations



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**GUAM POWER AUTHORITY
P.O. Box 2977
Agana, Guam 96910**

TRANSMISSION & DISTRIBUTION SPECIFICATION

Specification No. E-017

For

**34.5 KV
AC POWER GAS CIRCUIT BREAKERS
OUTDOOR TYPE**

Effective date: 1-10-19

Issued:

Approved:



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34.5 kV AC POWER GAS CIRCUIT BREAKERS, OUTDOOR TYPE

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34.5 KV AC POWER GAS CIRCUIT BREAKERS, OUTDOOR TYPE

1.0 SCOPE

- 1.1 This specification covers GPA's requirements for **34.5 kV outdoor type power circuit breakers** and accessory equipment, furnished complete in ratings herein specified, inclusive of all accessories ready for immediate service.
- 1.2 The breaker is intended for use in tropical weather conditions with corrosive, sea air atmosphere, **wind strengths of 175 mph, and subject to moderate to severe earthquakes seismic level Zone-4.**

2.0 CONFORMANCE TO SPECIFICATION REQUIREMENTS:

Breakers shall meet the requirements of the following standards and specifications, including latest revisions with respect to material, design, and tests.

2.1 Applicable Standards

American National Standards Institute, Inc. (ANSI)

C37 Series	AC High Voltage Power Circuit Breakers
C57.13-1978	Requirements for Instrument Transformers
C76.1-1976 and C76.2-1977	Requirements for Outdoor Apparatus Bushings

National Electrical Manufacturers Association (NEMA)

CC1-1977	Electric Power Connectors for Substations
SG4-1975	High Voltage Power Circuit Breakers

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American Society for Testing and Materials (ASTM)

A153-78 Zinc coating on hardware

B117 Salt Spray Testing

2.2 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS:

2.2.1 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the Guam Power Authority's Engineering Department and acknowledged by a Purchase Order Amendment.

2.2.2 Units received with deviations or non-conformance, which are not acknowledged as specified in sub-paragraph 2.2.1, are subject to rejection. The supplier of units rejected in this paragraph is responsible for any corrective action including but not limited to materials, labor, and transportation necessary to dispose of, or make the units conform to the specification.

2.2.3 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship shall be forwarded to the supplier. The description of the item, documentation of the problem and the desired information, disposition and/or follow-up (as appropriate) that GPA expects from the supplier will be specified. The supplier's response shall be made within thirty (30) days unless otherwise noted or an extension is acknowledged and approved in writing by the Guam Power Authority's Engineering Department.

2.2.4 Breaker approval drawings which are outlined on Section 3.1 to 3.4 must be submitted to the Engineering Department for GPA's approval prior to delivery.

3.0 DATA TO BE FURNISHED

3.1. Outline drawings showing location and dimensions of frames and tanks, control cabinet, bushings, terminal connectors, operating mechanism, conduit and ground connections. This shall be submitted on a per circuit breaker basis.

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- 3.2 Foundation diagram showing location of anchor bolts and information necessary for foundation design. This shall be submitted on a per circuit breaker basis.
- 3.3 Schematic and connection diagrams for supply and control circuits, showing the supply voltage and power required for operation. Wiring and schematic diagrams of control, current transformers, and heater circuits. This shall be submitted on a per circuit breaker basis.
- 3.4 Dimensional drawing of the bushing including complete dimensions of the bushing current transformers. This shall be submitted on a per circuit breaker basis.
- 3.5 Wiring and schematic diagrams shall be drawn in separate 11" x 17" paper with reproducible vellum. The right side of the paper at least $\frac{1}{4}$ of the total size shall be left blank for GPA's use. This shall be submitted on a per circuit breaker basis.
- 3.6 Six (6) complete sets of instruction books containing the following:
- a. Instruction and data for ordering of all parts and accessories
 - b. Instructions covering installation, assembly, operation, maintenance, and adjustment of the operating mechanism and interrupting devices.
 - c. Copies of recommended spare parts lists.
 - d. Characteristic curves and data for bushing current transformers.
 - e. A list of maintenance tools being provided.
- 3.7 The breaker shall be provided with a **permanent nameplate showing all of the information required including voltage, MVA, and current rating, BIL, weight, etc.**

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4.0 DESIGN AND CONSTRUCTION

4.1 Construction

- 4.1.1 Breakers shall be **three-pole, frame or base mounted, and of oil-less type**. For Gas Breakers, **single pressure puffer type using SF6 gas** as the insulation and arc quenching medium is required.
- 4.1.2 The circuit breaker design shall be **dead-tank type with current transformers mounted on each side of the interrupters**.
- 4.1.3 For SF6 breakers, the circuit breaker shall be capable of **withstanding without damage or internal flashover 1.5 times nominal line-to-ground system voltage** under one atmosphere of SF6 gas pressure. Under this condition, the circuit breaker is not required to open or close.
- 4.1.4 All steel frames shall be **hot-dip galvanized, metalized, or painted with at least two coats of a zinc-rich primer**.
- 4.1.5 The operating mechanism and necessary auxiliary and control devices shall be furnished in a **stainless steel, weatherproof, dust resistant enclosure (control cabinet) mounted on the breaker frame**. The breaker control cabinet shall provide the internal wiring for the breaker system and the interface between the Owner's control and power circuits to the breaker. The control cabinet shall allow sufficient space for termination of Owner-furnished control and power circuits.

Enclosure door handles shall include provisions for padlocking.

All control switches, push buttons, fuses, shorting type terminal blocks, and other devices requiring Owner interface shall be mounted at a height and location to be easily accessible. Such devices shall be located less than 5 feet but more than 2 feet above the top of foundation. **GPA prefers all gauges to be located inside a weatherproof, temperature controlled cabinet with see-thru window.**

- 4.1.6 Each of the **two grounding connections** provided shall consist of a flat surface and bronze clamp-type connector attached with bronze bolts. The connectors shall be **suitable for No. 4/0 AWG stranded copper cable**.

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4.2 Operating Mechanism

- 4.2.1 The operating mechanism shall consist of a **motor rewound spring-operated device**.
- 4.2.2 The mechanism shall operate to **open and close the three phases of the breaker simultaneously**. The breaker shall be electrically trip-free and mechanically trip-free if applicable and shall include anti-pump auxiliary relays and devices.
- 4.2.3 The operating mechanism shall include a **mechanical position indicator**. The indicator shall provide a positive indication of the breaker position by direct mechanical coupling to the operating rod. The indicator shall consist of a suitable sign utilizing **green with the word "OPEN" when in the open position, and red with the word "CLOSED" when in the closed position**.
- 4.2.4 The operating mechanism shall include **dual, low energy type (below 10 amperes operating current) trip coils**. The trip coils shall be electrically, mechanically, and magnetically independent. The trip coils shall be located such that heat or fire damage to one trip coil shall not preclude the proper operation of the other trip coil. The trip coils shall be suitable for parallel trip coil operation. Loss of dc voltage to one trip coil shall not impair the operation of the other trip coil or the breaker close mechanism. The trip coils shall be wired to individual terminals to allow independent activation and testing.
- 4.2.5 The operating mechanism shall **include a pressure gauge and pressure switch with two alarm contacts** which close to alarm low air or oil/nitrogen gas pressure. A **low-pressure cutout switch (with two alarm contacts)** shall be provided to prevent initiating a close signal should the operating pressure be below the minimum required for a complete close-open operation. The low-pressure cutout device shall not prevent a complete close-open operation should pressure drop after the close-open operation is initiated.
- 4.2.6 The stored energy operating mechanism shall operate according to the duty cycle stated on the Specification and Data Sheets without auxiliary power

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available. Each operating mechanism shall store sufficient energy for three close-open operations without the need for running pumps or compressors. If this requirement cannot be met, the breaker shall include an automatic throw over scheme to alternately supply the mechanism motor from the Owner's dc station service system should normal auxiliary power be lost. In such case, the requirement for emergency dc control power shall be clearly stated in the Proposal Data section as well as the duty cycle available without auxiliary power.

- 4.2.7 The operating mechanism housing and any adjacent cabinet shall have blank removable floor plate for conduit connections to permit entrance of control circuits.
- 4.2.8 Provision shall be made for locking the mechanism housing doors with a padlock.
- 4.2.9 **Push-button controls, or a control switch, mounted in the mechanism housing** shall be furnished to permit electrical opening and closing of the breaker locally.
- 4.2.10 At least four spare terminals shall be provided. Terminal blocks for remote connections, except for current transformer leads, shall be provided with disconnecting links.
- 4.2.11 **Extra auxiliary contacts (minimum of 3 each Normally Closed and Normally Open)** shall be provided for Owner's use in addition to those normally required for breaker operation. Switch contacts shall have a voltage rating not less than 125 Vac and a continuous current rating not less than 15 amperes. The spare auxiliary switch contacts shall be mechanically linked to the mechanism operating rod and shall be field adjustable as either "a" or "b" contacts.
- 4.2.12 **One permissive control switch (69 device)** shall be furnished. It shall be a **two-position, manually operated switch that in one position permits the closing of the circuit breaker and in the other position prevents the circuit breaker from being operated.** It shall be mechanically interlocked with a manual trip lever that is accessible from outside the control cabinet so that, if the breaker is tripped by this lever, the 69 device must be manually reset before the breaker can again be operated. The manual trip device shall electrically trip all three poles, with the 69 device

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being moved to the lockout position. The manual trip lever shall be painted red, shall have a guard to prevent accidental activation, and shall have a plastic engraved label worded "Emergency Trip."

4.2.13 Each breaker close control scheme shall include a field adjustable 0.1 to 1 second time delay pickup close relay, factory preset to provide a 20 cycle automatic recluse time (including breaker close time) after energization of the close circuit.

4.2.14 The **motor furnished with the breaker shall be 120 volt single phase 60 Hz.** See Specification Data Sheets for specific bid requirements.

4.3 Auxiliary Power Supply

The Owner will furnish one auxiliary power supply to each circuit breaker at the voltage specified on the Specification and Data Sheets. If the Supplier chooses to furnish motors or other auxiliary equipment designed to operate at a different voltage from the specified auxiliary power supply, he shall furnish all equipment required to transform the voltage of auxiliary power to the design voltage of the equipment furnished. The Supplier shall provide suitable branch circuit protection.

4.4 Auxiliary Power and Control Power Disconnects

Two power supply disconnects and four knife switches per breaker shall be provided. The close circuit and auxiliary power supply shall be fed from individual disconnects. One knife switch shall be wired in series with each of the disconnect feeding the auxiliary power supply and close coil. The type of disconnect device (molded case circuit breaker or fuse blocks) shall be as indicated on the Specification Data Sheets.

4.5 SF6 Gas System (As Applicable)

4.5.1 Temperature compensated pressure switches or gas density switches shall be provided to monitor the SF6 gas density.

4.5.2 A drop in **SF6 gas density shall initiate a low SF6 gas density alarm. A further drop in density shall initiate a trip or block any further breaker operation** as specified on the Specification and Data Sheets.

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4.5.3 The breaker shall be furnished with sufficient SF6 gas to fill, test, and energize each breaker. The SF6 gas shall be free of moisture and impurities. SF6/nitrogen gas mixtures shall not be supplied.

4.5.4 The SF6 to air seals and gaskets shall prevent SF6 gas leakage in excess of 1 percent per year of gas weight, through the duration of the guarantee period. Corrosive arc products due to moisture infiltration shall be prevented to the maximum extent possible through the use of desiccant moisture absorbing chambers and an arc product filter.

4.6 Arc Containment Chamber

The arc containment chamber shall be designed to prevent mechanical failure and withstand pressure buildup if the breaker fails to interrupt full rated fault current. The use of a pressure relief device is acceptable and shall be so stated in the Proposal Data Section.

4.7 Dual Monitoring and Control System

The circuit breaker shall be furnished with **dual alarm and control schemes** which monitor the pneumatic or hydraulic operating system and the SF6 gas system (as applicable). The dual alarm and control schemes shall be mechanically and electrically independent with each alarm and control scheme wired into a separate trip coil circuit.

4.8 Space Heaters

4.8.1 Each enclosure furnished shall be provided with **space heaters to prevent condensation of moisture within the enclosure**. Space heater capacity shall be as required to maintain the enclosure internal temperature above the dew point. The heaters shall be spaced away and thermally insulated from any devices or painted surfaces.

4.8.2 Space heaters shall be sized to provide adequate heating when energized at the applied voltage indicated on the Specification Data Sheets. The Supplier shall provide all space heater wiring integral to the breaker and suitable branch circuit protection.

4.8.3 Space heaters shall be controlled by an **adjustable thermostat**, factory set to close (ON) at 29° C (85° F) and open (OFF) at 35° C (95° F).

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4.9 Current Transformers

4.9.1 Breaker shall be furnished with **at least two multi-ratio relay-service CT's per phase/bushing or linear coupler CT's** as specified in the Specification Data Sheets. Current transformers shall be bushing type with fully distributed windings for relaying service. They shall be **five lead multi-ratio** type unless indicated otherwise on the Specification Data Sheets. Current transformer **polarity shall be away** from breaker contacts.

4.9.2 Each CT shall have a continuous current rating suitable for the breaker being furnished and shall be provided with polarity, secondary lead designations and diagrammatic nameplates.

4.9.3 Secondary and tap leads of each CT shall be brought out through conduits or ducts to suitable shorting type terminal blocks located in the circuit breaker control cabinet. Each set of secondary winding taps shall terminate on a **6-pole shorting block** with the sixth pole permanently connected to the shorting bar and to ground.

4.10 Bushing Linear Couplers (If Required)

4.10.1 Mounting units require an aluminum ring top and bottom with stainless steel stand-off pins. This assures that the windings under clamping pressure will not be distorted.

4.10.2 Secondary leads of each BLC shall be brought out through conduits or ducts to suitable terminal blocks located in the circuit breaker control cabinet.

4.11 Line Terminals

Breaker shall be provided with either pad or stud mount drilled terminals in accordance with NEMA Standards. The terminal pad shall be of copper and shall be tinned for use with aluminum conductors. **The bushing terminal pads shall face vertically for overhead conductor connections. If horizontal bushing terminal pads are provided, a 90 degree plate shall be provided.**

4.12 Accessories

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Breaker shall be equipped with the following accessories:

- a. Any special tools required for installation or maintenance. This shall include a tank lifter.
- b. An **operation counter** to record the number of breaker operations.
- c. A **selector-switch for "local" or "remote" operation.**

4.13 Bushings

4.13.1 All bushings shall be rated in accordance with ANSI and NEMA standards and as specified on the Specification and Data Sheets. For SF6 gas breakers, all bushings shall be **SF6 gas filled porcelain.**

4.13.2 Any **damage to porcelain**, such as chips or cracks, shall result in the **damaged item being replaced, not repaired.**

4.14 Porcelain Color and Paint

4.14.1 All external porcelain shall be ANSI 255.1 No. 70 gray.

4.14.2 Except for electrical connection surfaces, all exterior circuit breaker metallic parts, including galvanized steel surfaces, support steel, raceway, etc., shall be painted ANSI No. 70 gray.

4.15 Auxiliary Power and Control Circuits

Breaker auxiliary power, control and alarm circuits shall be provided with terminal blocks for connection to external circuits. The terminal blocks shall have circuit identification and shall be located in the control cabinet to provide external circuit connections from a common raceway entrance.

4.16 Assembly and Configuration

4.16.1 The circuit breakers shall be factory assembled into integral shipping sections as complete as possible to minimize assembly requirements at the site. A structural steel frame, common to all breaker components shall be

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furnished. The frame furnished shall maintain a 9'-0" minimum height from bottom of porcelain to top of foundation.

4.16.2 The assembly shall be complete including bushings, if shipping clearances will permit. Anchor bolts, nuts, and washers for the circuit breaker shall be provided and shall be ASTM A36/A36M threaded bars or ASTM A307 Grade B, heavy hexagon nuts conforming to ASTM A563 Grade A; flat or beveled washers.

4.17 Spare Parts

4.17.1 The Proposal shall include a list of spare parts included in the lump sum prices for each circuit breaker and an itemized list of spare parts that are recommended, but not included for each circuit breaker. The second list shall indicate the quantity recommended per circuit breaker, and the unit price each.

4.17.2 For SF6 gas breakers: **one complete set of spare gaskets, O-rings, Dow Corning 111 (grease) and molecular sieve filters shall be furnished.** The set shall contain all gaskets, O-rings, Dow Corning 111 and molecular sieve filters needed for one complete breaker including operating mechanism seals and SF6 gas-to-air seals.

4.17.3 For SF6 gas breakers: **one gas tank full of SF6 gas, hoses, fittings and filter dryer shall also be furnished. Provide one Leak-Tec leak tester, closing coil, tripping coil, charging motor, anti-condensation heater, motor limit switch, operation counter, and auxiliary switch for every five (5) breakers purchased.**

5.0 TESTS

5.1 Certified test reports shall be conducted in accordance with ANSI C37.09.

5.2 The Supplier shall furnish two (2) certified copies of test reports of all the tests covered to the GPA Manager of Engineering within two weeks of breaker delivery.

5.3 Owner witness **Factory Acceptance Testing (FAT)** of breakers shall be required and included in the bid for order quantities of **5 or more power circuit breakers.**

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Per diem rates will be provided by GPA at the time of the prebid. **Factory tests will be witnessed by two (2) GPA representatives to perform a comprehensive FAT. Supplier shall cover the cost of airfare, rooms, meals, and car rental for the GPA representatives to with the FAT.**

- 5.4 Copies of the test reports shall be included in the instruction manuals for the breaker. Test reports for each circuit breaker shall be submitted and identified by serial number.

6.0 QUALITY CONTROL

The Supplier shall have a quality control program to assure compliance with the requirements of this specification. The program shall be documented and available for GPA's review if requested. Documentation of the quality control program shall indicate where in the products and manufacturing process the quality checks are taken, describe the purpose of the checks and describe the nature of the check (e.g. if check is visual only or if electrical or mechanical testing is used).

7.0 PACKING AND SHIPPING

- 7.1 The breaker shall be placed and crated with suitable material to prevent damage and injury during shipment and handling operations. Breaker shall be securely blocked to prevent shifting during transit.
- 7.2 Circuit breaker components shall be clean, dry, and sealed when shipped from the factory. Each component not shipped with SF6 gas shall contain a packaged moisture absorbing chemical as required to keep it moisture free during shipment. Tanks, interrupters, support insulators, or other SF6 containers which are found to contain moisture when received at the jobsite shall be dried, and moisture damage shall be repaired at the Supplier's expense.

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7.3 Complete instructions outlining the Supplier's recommended procedures for inspection upon receipt at the construction site, moisture free maintenance during storage, and preparation for SF6 filling shall accompany each breaker. These instructions shall be shipped inside the breaker control cabinet.

8.0 WARRANTY

The Supplier shall provide a warranty of at least one year for all parts and workmanship. The Supplier shall warrant that all equipment is free from defects.

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9.0 SPECIFICATION DATA SHEETS

High voltage SF6 circuit breakers shall comply with the Technical Specifications and shall be furnished in accordance with the following requirements:

LOCATION AND QUANTITY

Each circuit breaker shall be designed and constructed for operation on a 3-phase, 60 hertz, solidly grounded system, at an ambient temperature range from +40° C to -30° C at an altitude below 3,300 feet.

Description and Use	Rated Continuous Current (Amps)	Quantity
34.5 kV Gas Circuit Breaker, Line (General)	1200	As required
34.5 kV Gas Circuit Breaker, Bus Tie (General) or Line Breakers at Piti, Agana, Harmon, Tamuning Substations	2000	As required
34.5 kV Gas Circuit Breaker, Bus Tie or Bulk Power Interchange Breaker (Piti, Agana, Harmon, Tamuning Substations)	3000	As required

RATINGS

Description	Rating
Nominal Voltage	34.5 kV
Maximum Voltage	38 kV rms
Voltage Range Factor, K	1.0
Full Wave Impulse Withstand Voltage	200 kV peak
Continuous Current	As required from above:
Interrupting Current Rating (Symmetrical)	40 kA
Short-time Current Carrying Capability (3 seconds)	40 kA
Close and Latch Current Capability	64 kA
Interrupting Time	3 cycles

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Rated Closing Time	0.1 seconds
Description	Rating/Scheme
Operator motor voltage	120 Vac
Control Voltage	125 Vdc
Breaker Closing	125 Vdc
Breaker Tripping	125 Vdc
Housing Heaters Voltage	120 Vac
Auxiliary Power	120/240 Vac, 60 hertz, 1-phase
Tripping Logic for low SF6 gas operating pressure	Block Trip and Close
Bushing BIL	200 kV
Bushing Ampere Capability	Match Breaker Rating
Bushing Creepage Distance	1 inch/kV
Bushing Effective Strike Distance	20 inches minimum
Control Power Disconnects	Fuse Blocks
Seismic Risk	Zone 4
Out-of-Phase Switching Capability	180°

Current Transformer Data

Type	Breaker Rating (A)	Ampere Ratio (A)	Quantity		Accuracy Relaying Class	Thermal Rating
			Per Bushing	Total		
Line Breaker (General)	1200	1200/5 MR	2	12	C800	1.5
Bus Tie (General) Or Line (Piti/Agana/Harmon/Tam)	2000	2000/5 MR	2	12	C800	1.5
Bus Tie or Bulk Power Interchange (Piti/Agana/Harmon/Tamuning)	3000	3000/5 MR	2	12	C800	1.5

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Bushing Linear Couplers (When Required)

Bushing linear couplers, when required, shall replace one set of multi-ratio current transformers per bushing. The required ratings are as follows:

Bushing Linear Couplers (Check whether required or not)		Rating
<input type="checkbox"/> Required	<input type="checkbox"/> Not Required	1000A / 5 V, 0.005 ohms ± 1% @ 60 Hz

ACCESSORIES

Standard accessories shall be provided with each breaker. Accessories shall include, but not necessarily limited to, the following as indicated.

Description
An auxiliary switch with 16 "a" and 16 "b" contacts in addition to those required for control of breaker mechanism. All contacts shall be wired to terminal blocks. Contact surfaces shall be silver-plated. Contacts shall be rated to break 6 amperes at 135 volts dc.
Four spare contacts from each Breaker 52X close relay, if relay is necessary for type of breaker supplied.
Cutoff and latch checking switches.
One local-remote control switch wired for local-remote operation and annunciation.
One trip-close push button station wired for local breaker test operation. One push button for each trip coil.
Pressure switch for annunciation of low operating pressure.
One maintenance closing and opening device shall be furnished for use with all breakers at each substation site.
Position indicator visible from the outside of the control cabinet.
Description

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Loss of voltage alarm relay on each auxiliary power and control power feed to the breaker, one for the auxiliary power, one for close control power, and one for each of the trip coil circuits.

Operation counter to count trip operations.

One elapsed time meter for the stored energy mechanism motor.

120 volt ac lamp with door operated switch in the control cabinet.

Nameplates to identify switches, relays, and other auxiliary devices.

One 120 volt, single-phase receptacle, Hubbell Cat. No. 5251, and one 240 volt, 60 ampere, single-phase receptacle, NEMA Type 14-60R, shall be installed in each control and mechanism cabinet, and shall be accessible from outside the cabinet.

A suitable nameplate showing all ratios, accuracy classes, and thermal ratings of the current transformers shall be mounted inside the control cabinet.

One SF6 gas sampling valve for use in moisture testing.

SF6 gas system pressure gauge.

Density switch with 3 independent contacts for annunciation of low SF6 gas density and cutoff. Density switch may be integral with SF6 pressure gauge.

Prefer gauges to be located inside a weatherproof, temperature controlled cabinet with see-thru window.

Bushing terminals, NEMA 4 hole spade type, tinned bronze or silver plated aluminum, both sides of terminal suitable for electrical connections. The bushing terminal pads shall face vertically for overhead conductor connections. If horizontal terminal pads are provided, a 90 degree plate shall be provided.

Two NEMA 2 hole grounding pads with tinned bronze, bolted type terminals for attachment to the Owner's 4/0 AWG stranded copper ground cables. The grounding pads shall be on diagonally opposite locations on the frame.

Interposing relays for remote trip and close of breaker if inrush current of trip and close coils is greater than 0.5 amps dc.

RECOMMENDED MANUFACTURERS

- A. Siemens
- B. GE Alstom

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**10.0 34.5 KV GAS CIRCUIT BREAKER
BID TECHNICAL FORM**

Description	Rating
Manufacturer	
Catalog No. and Type	
Nominal Voltage	
Maximum Voltage	
Voltage Range Factor, K	
Full Wave Impulse Withstand Voltage	
Continuous Current	
Interrupting Current Rating (Symmetrical)	
Short-time Current Carrying Capability (3 seconds)	
Close and Latch Current Capability	
Interrupting Time	
Description	
Rated Closing Time	
Operator motor voltage	
Control Voltage	
Breaker Closing	
Breaker Tripping	
Housing Heaters Voltage	
Auxiliary Power	
Tripping Logic for low SF6 gas operating pressure	
Bushing BIL	

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Description	Rating
Bushing Ampere Capability	
Bushing Creepage Distance	
Bushing Effective Strike Distance	
Control Power Disconnects	
Seismic Risk	
Out-of-Phase Switching Capability	

Current Transformer Data

Breaker Usage	Breaker Rating (A)	Ampere Ratio (A)	Quantity		Accuracy Relaying Class	Thermal Rating
			Per Bushing	Total		
Line Breaker (General)	1200	1200/5 MR				
Bus Tie (General) or Line (Piti/Agana/Harmon/Tam)	2000	2000/5 MR				
Bus Tie or Bulk Power Interchange (Piti/Agana/Harmon/Tam)	3000	3000/5 MR				

Linear Coupler (When Required)

Manufacturer	
Rating	

SF6 Gas System

Description	Rating
Normal SF6 gas operating pressure, psig	
Minimum SF6 gas operating pressure for full interrupting capability, psig	

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Minimum SF6 gas operating pressure for load current interrupting capability, psig

Operating Mechanism

Description	Rating
Type	
Rated Duty Cycle	
Number of close-open operations that can be performed starting with a fully charged operating mechanism with no auxiliary electric power available	
If spring charged mechanisms are proposed, dc power requirement to recharge mechanism at dc voltage specified, amperes	
Time required to fully recharge operating mechanism to normal operating pressure or condition	
After one close-operation	
From zero operating pressure	
After one close-open operation and loss of auxiliary power (spring charged only)	
Maximum line to ground voltage breaker can withstand with one atmosphere SF6 gas pressure, kV	

Dimensions

Description	Response
Length	
Width	
Height	
Distance between lowest live part and top of foundation	
Total weight of circuit breaker with SF6 gas, lbs.	

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Weight of largest piece for handling during erection, lbs.	
Description	Response
Maximum noise level during operation at 100 feet, dBA	
Will circuit breakers be fully assembled at factory for production tests?	
Will circuit breakers be shipped completely assembled except for filling with SF6 gas?	
If not shipped completely assembled, describe required field assembly.	
Method of shipment	
Maintenance interval (number of close-open operations) as defined by ANSI C37.06-1987 Table 8	

Spare Parts

List of spare parts and maintenance tools furnished with each circuit breaker, and included in the Proposal Price	
---	--

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Accessories:

Description	Included
An auxiliary switch with 16 "a" and 16 "b" contacts in addition to those required for control of breaker mechanism. All contacts shall be wired to terminal blocks. Contact surfaces shall be silver-plated. Contacts shall be rated to break 6 amperes at 135 volts dc.	<input type="checkbox"/>
Four spare contacts from each Breaker 52X close relay, if relay is necessary for type of breaker supplied.	<input type="checkbox"/>
Cutoff and latch checking switches.	<input type="checkbox"/>
One local-remote control switch wired for local-remote operation and annunciation.	<input type="checkbox"/>
One trip-close push button station wired for local breaker test operation. One push button for each trip coil.	<input type="checkbox"/>
Pressure switch for annunciation of low operating pressure.	<input type="checkbox"/>
One maintenance closing and opening device shall be furnished for use with all breakers at each substation site.	<input type="checkbox"/>
Position indicator visible from the outside of the control cabinet.	<input type="checkbox"/>
Loss of voltage alarm relay on each auxiliary power and control power feed to the breaker, one for the auxiliary power, one for close control power, and one for each of the trip coil circuits.	<input type="checkbox"/>
Operation counter to count trip operations.	<input type="checkbox"/>
One elapsed time meter for the stored energy mechanism motor.	<input type="checkbox"/>
120 volt ac lamp with door operated switch in the control cabinet.	<input type="checkbox"/>
Nameplates to identify switches, relays, and other auxiliary devices.	<input type="checkbox"/>
One 120 volt, single-phase receptacle, Hubbell Cat. No. 5251, and one 240 volt, 60 ampere, single-phase receptacle, NEMA Type 14-60R, shall be installed in each control and mechanism cabinet, and shall be accessible from outside the cabinet.	<input type="checkbox"/>
A suitable nameplate showing all ratios, accuracy classes, and thermal ratings of the current transformers shall be mounted inside the control cabinet.	<input type="checkbox"/>

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Description	Included
One SF6 gas sampling valve for use in moisture testing.	<input type="checkbox"/>
SF6 gas system pressure gauge.	<input type="checkbox"/>
Density switch with 3 independent contacts for annunciation of low SF6 gas density and cutoff. Density switch may be integral with the SF6 pressure gauge.	<input type="checkbox"/>
Bushing terminals, NEMA 4 hole spade type, tinned bronze or silver plated aluminum, both sides of terminal suitable for electrical connections. The bushing terminal pads shall face vertically for overhead conductor connections. If horizontal terminal pads are provided, a 90 degree plate shall be provided.	<input type="checkbox"/>
Two NEMA 2 hole grounding pads with tinned bronze, bolted type terminals for attachment to the Owner's 4/0 AWG stranded copper ground cables. The grounding pads shall be on diagonally opposite locations on the frame.	<input type="checkbox"/>
Interposing relays for remote trip and close of breaker if inrush current of trip and close coils is greater than 0.5 amps dc.	<input type="checkbox"/>

Miscellaneous

Description	Response
Allowable forces on bushing terminals, lbs:	
Horizontal (in-line)	
Horizontal (lateral)	
Vertical	
Foundation loading, lbs:	
Downward load (sum of breaker weight plus impact)	
Uplift load	
Is pressure relief device necessary? If yes, state the pressure at which the device will operate.	

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Witness Testing for Order Quantities of 5 or More

Testing schedule, and included in the
Proposal Price

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GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977 · AGANA, GUAM U.S.A. 96932-2977

Lourdes A. Leon Guerrero
I Maga 'håga

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

Joshua F. Tenorio
I Sigundo Maga 'låhi

BID BOND

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as

Principal Hereinafter called the Principal, and (Bonding Company), _____
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are
Held firmly bound unto the Territory 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 Territory of Guam shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or
bonds as my be specified in bidding or Contract documents with good and sufficient surety for the faithful
performance of such 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
Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and
such larger amount for which the Territory 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
obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2020.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

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 the Guam Power Authority, it should be accompanied with copies of 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.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.



GUAM POWER AUTHORITY

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P.O. BOX 2977 · AGANA, GUAM U.S.A. 96932-2977

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

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

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

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

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

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM)

I, undersign, _____,
(partner or officer of the company of, etc.)

being first duly sworn, deposes and says:

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of shares		_____

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

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

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this _____ day of _____,
20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

1. That I am the _____ of _____,
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or sham, that said bidder/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2020

)Seal(

Notary Public

In and for the Territory of Guam

My Commission expires _____.

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT
(Offeror)

TERRITORY OF GUAM)

HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.

Signature of Individual if Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

)

SS:

HAGATNA, GUAM)

)

_____, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

That Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives, agents, subcontractors, or employees of the Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of Individual if Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____day of _____, 2020.

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

DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

(1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

Signature of Individual if Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

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

SPECIAL PROVISIONS

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

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2020.

Notary Public



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977 · AGANA, GUAM U.S.A. 96932-2977

Lourdes A. Leon Guerrero
I Maga 'hâga

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

Joshua F. Tenorio
I Sigundo Maga 'lâhi

Accountability

Impartiality

Competence

Openness

Value

LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "X" on the block indicating the item that applies to your business:

5GCA, Chapter 5, Section 5008, "Policy in Favor of Local Procurement" of the Guam Procurement Law states:

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

- () (a) A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing 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 for the Pacific Islands; or
- () (b) 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; or
- () (c) A business that has a bonafide 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 (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- () *(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the Unites States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

- Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined Pursuant to 5 GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.

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.: GPA _____. By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this 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.: GPA _____.

Bidder Representative Signature

Date

NOTE:

Prospective Bidders not completing this form will automatically be not considered for Local Procurement Preference. Non-completion of this form is not a basis for rejection of the bid or proposal.

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
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 (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
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 Director of Revenue and Taxation.
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 Director of Revenue and Taxation.
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 section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
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:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: 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 3-101.06 of the Guam Procurement Regulations.

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for 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 Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER’S PRICE:** 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 products 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.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is 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 Letter of Credit, Cash, Certified Check or Cashier’s Check, Bid Guarantee Bond must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. 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 Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount of **Fifteen Percent (15%)** for that full or partial fiscal year within the term of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer 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 with 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 Chief Procurement Officer 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 (GPR Section 3-202.03.4).

- [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 23 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 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 Chief Procurement Officer 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 (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer 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 of 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 of the 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 Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [] 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 preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating 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.
- [X] 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 that 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. 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:** Successful bidder 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 specifications. 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 bid received. The Chief Procurement Officer 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 bidding 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 original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).
- [] 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:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073, Information Technology Division at (671) 648-3060, and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [X] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill 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.

- [X] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder 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 payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [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 the 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 complies 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 at destination.
- [X] 31. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder 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, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- 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, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The 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 (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of 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 regard 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 standard, 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.
- [] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [] 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 6-101-04.1 of the Guam Procurement Regulations.
- [X] 38. **TERMINATION FOR CONVENIENCE:** 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 6-101.10 of the Government 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 6-101-08 of the Guam 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 Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer 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 Chief Procurement Officer, such justification is not adequate.

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable 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 Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [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 protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to 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 reasons of the violations of any territorial 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. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets 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 Guam Power Authority.

2. **PREPARATIONS 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 this 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.
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 or 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 would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment.
Such acknowledgement 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. The bidder shall show the hour and date 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 or 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 a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - 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.

8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating 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 destination 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 Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure 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 (P.L. 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 Procurement Regulations Section 3-202.12.3).
13. **MULTI-STEP SEALED BIDDING:**
- a. It is defined as 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 territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced 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 the solicitation 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 phase;
 - 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 at those specified in the Special Provisions and the General Terms and Conditions;
 - 4). the territory, 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 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 nondisclosure 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 Subsection 3-202.20.5 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 the Chief Procurement Officer's approval.