



JOSEPH T. DUENAS
CCU Chairman

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



JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability	Impartiality	Competence	Openness	Value
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REQUEST FOR PROPOSAL: GPA-RFP-16-012

DESCRIPTION: Planning and Optimization Software

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy of Non-Priced Proposal in CD, DVD, and/or USB Flashdrive consisting of technical and commercial sections, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc) that will assist towards PROPONENT's evaluation may be furnished with each proposal.

STATEMENT OF QUALIFICATION;

AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Must comply with the following requirements;

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

NO GRATUITIES OR KICKBACKS AFFIDAVIT;

ETHICAL STANDARDS AFFIDAVIT;

WAGE DETERMINATION AFFIDAVIT;

RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

NON-COLLUSION AFFIDAVIT:

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

***Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property, 5GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:

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

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

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

Individual/Firm Representative's Signature


REQUEST FOR PROPOSAL NO.:
GPA-RFP-16-012

FOR

PLANNING AND OPTIMIZATION SOFTWARE



JOHN M. BENAVENTE, P.E.
General Manager



JOHN J. CRUZ, JR., P.E.
Manager, Strategic Planning and Operations Research

Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96932

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SECTION 1.0: INSTRUCTIONS TO RESPONDENTS

1 INSTRUCTIONS TO RESPONDENTS

The Guam Power Authority, hereinafter referred to as GPA, is inviting interested firms to participate in a **Request for Proposal (RFP) Planning and Optimization Software**.

Under the RFP model, Proponents shall submit Technical Proposals which shall be evaluated by GPA. GPA's Evaluation Committee shall rate and qualify each proponent. The qualified proponents shall be notified and GPA will commence evaluation and negotiation of the Price Proposal of the most responsive, responsible and qualified Proponent with the highest qualification score. If negotiations fail, GPA will begin negotiations with the responsive, responsible and qualified proponent with the next highest qualified score.

1.1 Definitions

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

1.2 GPA Overview

GPA is a public utility corporation that provides electric power service throughout the entire island of Guam. GPA, in conjunction with private partners, operates and maintains eight (8) power plants with a total installed nameplate capacity of 345.2 MW (80 MW capacity being evaluated for potential refurbishment or rehabilitation). The Authority operates and maintains an estimated 175 miles of 115 kV and 34.5 kV transmission lines and an estimated 585 miles of primary distribution lines, and 29 substations. In addition, GPA operates and maintains a total capacity of 18 MW for emergency generators to support 128 Guam Waterworks Authority water and sewage pump stations and sewage treatment facilities situated at various locations throughout Guam. GPA generation units operate on Residual Fuel Oil and Diesel Fuel Oil, for a total annual consumption of between 2.5 to 3 million barrels.

1.3 Proposals

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

All responses to this subject RFP shall be written in the ENGLISH language. Proposals shall be filled out in ink or typewritten and signed in black ink. Erasures or other changes in a proposal must be explained or noted over the signature of the PROPONENT. Proposals containing any conditions, omission, unexplained erasure or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by the Guam Power Authority as being incomplete. The submittal information shall be in 8-1/2 inch by 11-inch report binders with the covers identifying the respective PROPONENT. Large sheets or drawings shall be bound in the binder so that they can be unfolded for easy review.

1.4 RFP Schedule

Milestone	From Date	To Date
Announcement	5/12/2016	5/26/2016
RFP Documents Available	5/12/2016	5/20/2016
Proponents Submit Questions	5/12/2016	5/26/2016
Deadline for Submission of Questions	5/26/2016 4:00 PM	
GPA Review and Answer Questions	5/26/2016	6/2/2016
Proponent Prepare RFP	5/12/2016	6/9/2016
Deadline for Submission of Technical Proposal	6/9/2016 4:00 PM	
Proposal Evaluation	6/13/2016	6/20/2016
Determine & Notify Qualified Vendor	6/24/2016	6/30/2016
Price Proposal Negotiations and Contract Finalization	7/14/2016	7/22/2016
Notification of Award	7/25/2016	8/5/2016
Contract Commencement and Mobilization	8/8/2016	8/8/2016

1.5 Explanation to PROPONENTS

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

1.6 Clarification on Request for Proposal

Each PROPONENT must carefully examine the Request for Proposal and all addenda. If any PROPONENT (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the PROPONENT must promptly notify GPA in writing at the address specified for submission of proposals no later than the deadline for submission of questions, **May 26, 2016, 4:00 P.M.** Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all

prospective PROPONENTS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 Preparation and Submission of Proposals

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

Only non-priced proposals are to be submitted on or before the proposal deadline. Price Proposals will be requested from the selected proponent or proponents at a later time.

Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

All submittals must strictly conform to the Request for Proposal and any addenda.

One (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy of Non-Priced Proposal in CD, DVD, and/or USB Flashdrive, consisting of technical and commercial sections, must be submitted, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc) that will assist towards PROPONENT'S evaluation may be furnished with each proposal.

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

Request for Proposal No.: GPA-RFP-16-012 must be submitted before June 9, 2016 4:00 P.M in a sealed envelope indicating the RFP number and addressed as follows:

**To: Guam Power Authority
Gloria B Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913**

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

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

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

Familiarity with Laws: PROPONENT is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of PROPONENT will in no way relieve him/her from responsibility.

The preparation and submission of a proposal will be by and at the expense of the PROPONENT.

1.8 Explanation to Offerors

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

1.9 Alternate Proposal

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

1.10 Modification or Withdrawal of Proposal

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

GPA may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications shall be made in the form of addenda, which will be issued simultaneously to all PROPONENTS. Any addenda issued will be mailed to all PROPONENTS in duplicate. PROPONENT shall acknowledge receipt of same by his signature on copy, which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgement may also be made in writing or by telex or telegram.

1.11 Complete Proposals

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

All Proposals shall remain the property of GPA.

Time for Acceptance: All submittals shall be valid for 90 days from date of RFP opening.

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

1.12 Proprietary Portions of Proposals

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

1.13 Post-Proposal Meeting

After the receipt of proposals, GPA may request additional information over the telephone or in individual meetings with selected PROPONENTS to clarify and discuss their proposals. Failure by a PROPONENT to attend such requested meeting(s) shall be cause for disqualification. GPA reserves the right to request clarifications from only those PROPONENTS whom it deems in its best interest. All clarifications shall be documented by PROPONENTS as addenda to the submittals.

1.14 Proposal Inconsistencies

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

1.15 Subcontractor

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

1.16 Submittal Format

All responses to this subject RFP shall be written in the ENGLISH language. The submittal information shall be in 8-1/2 by 11-inch report binders with the covers identifying the respective offeror. Large sheets or drawings shall be bound in the binder so they can be unfolded for easy review.

1.17 Signature

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

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

1.18 Withdrawal of Proposal

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

1.19 Inquiries

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

John M. Benavente, P.E.
General Manager
Guam Power Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Attn: Jamie L.C. Pangelinan
Supply Management Administrator
Telephone No: (671) 648-3054/3055
Facsimile: (671) 646-8163

1.20 Required Forms for Proposal

Each PROPONENT shall submit with their proposal all the information required by the tender documents. The information submitted must be in sufficient detail and clarity to permit a complete comparison of the proposal with the Specifications. The supplementary information included with each Proposal shall include the following:

1. A copy of the PROPONENT's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;
2. At least three years financial information on PROPONENT's firm and all subcontractors that will be to fulfill the requirements of the contract. The financial information should have been reviewed or audited by a qualified reviewing or auditing authority.
3. Required Forms – Proponents must submit with its Technical Proposal the mandatory Required Forms as listed in this bid. Failure to submit the required forms shall be cause for rejection of their proposal.
 - a. Certificate of Good Standing to conduct business in jurisdiction of residence;
 - b. Special Provision for Major Shareholders Disclosure Affidavit
 - c. Major Shareholders Disclosure Affidavit

- d. Non-collusion Affidavit;
 - e. No Gratuities or Kickbacks Affidavit;
 - f. Ethical Standards Affidavit;
 - g. Declaration Re-Compliance with US DOL Wage Determination;
 - h. Restriction against Sex Offenders
 - i. Information regarding outstanding claims against the PROPONENT, if any; and;
4. Proposal Contents as required in Section 5 of this RFP including sufficient documentation, drawings, catalogs, illustration and such other information necessary to clearly support responses to the Technical Proposal Requirements.

If the PROPONENT's Proposal cannot fit within one box or chooses to submit more than one box, each box must be labeled with the following:

- Box Number Within the Set of Submitted Boxes
- The Total Number of Boxes Submitted.

Failure to submit the required forms so will mean disqualification and rejection of the proposal.



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

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

All Proponents/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:

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		_____

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 Proponent/offeror is a sole Proprietorship; Partner, if the Proponent/offeror is a Partnership Officer, if the Proponent/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 Proponent/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any Proponent 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 Proponent, or to secure any overhead, project or cost element of said bid price, or of that of any Proponent, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2016.

)Seal(

Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT
(Offeror)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

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 _____, 2016.

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 _____, 2016.

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



GUAM POWER AUTHORITY

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

SPECIAL PROVISIONS

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

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

Signature of Proponent Date

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

Subscribed and sworn before me this _____ day of _____, 2016.

Notary Public



SECTION 2.0: GENERAL TERMS AND CONDITIONS

2 GENERAL TERMS AND CONDITIONS

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

2.1 Authority

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

2.2 Standards for Determination of Most Qualified PROPONENT

In determining the most qualified PROPONENT, the Agency/Department shall be guided by the following:

- A. The ability, capacity and skill of the PROPONENT to perform the work specified.
- B. Whether the PROPONENT can perform promptly or within the specified time.
- C. The quality of performance of the PROPONENT with regard to awards previously made to him.
- D. The previous and existing compliance by the PROPONENT with laws and regulations relative to procurement.

2.3 Award or Rejection of Proposals

The right is reserved as the interest of the Guam Power Authority may require waiving any minor informalities or irregularities in proposals received. The Guam Power Authority reserves the right and shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Guam Power Authority to award proposals to PROPONENTS duly authorized and licensed to conduct business in Guam.

GPA reserves the right to award a CONTRACT for the entire RFP Scope or for subsets of the RFP Scope to one, none, or any PROPONENTS.

Proposals will be opened privately, and GPA reserves the right to keep any or all proposals confidential.

- A. Cancellation of Solicitation, Delays: GPA reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in whole or in part at any time prior to the final award. The reasons for the cancellation, delay or rejection shall be made a part of the project file and shall be available for public inspection.

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in the Territory's best interest for reasons including but not limited to:

- 1) The supplies and services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to the Territory;
- 4) Price(s) exceed available funds and it would be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected PROPONENT and GPA to successfully negotiate contract terms for the scope of services requested.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all PROPONENTS. The reasons for cancellation or rejection shall be made a part of the project file and shall be available for public inspection.

B. Rejection of Individual Proposal or Submittal: Any individual proposal or submittal may be rejected in whole or in part when in the best interest of the Authority. Reasons for rejecting a proposal or submittal include but are not limited to:

- 1) PROPONENT is not responsive;
- 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
- 3) The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;
- 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful PROPONENTS shall be advised of the reasons for rejection.

Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among PROPONENTS and no participants in such collusion will be considered in future projects for the same work.

2.4 Execution of the Order

The PROPONENT to whom the Order is awarded (the "successful PROPONENT") shall execute and deliver to GPA the Contract prior to performing any services on GPA premises. A written notice will be issued to the most successful PROPONENT indicating commencement of the project.

Award of Contract: The award of the Contract, if awarded, will be to the most responsive PROPONENT whose qualifications indicate that award thereto will be to the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the PROPONENT, and the OWNER is satisfied that the PROPONENT is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project scope or for any combination of project scope.

Execution of Contract: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with OWNER, and return it to OWNER within ten (10) days after date of award.

Failure to Execute Contract: Failure on the part of PROPONENT to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified PROPONENT or the work re-advertised, as OWNER may elect.

2.5 Modification / Alteration

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the PROPONENT who has submitted a proposal reasonably susceptible of being selected for award with the purpose of clarification to assure full understanding and responsiveness to the Proposal requirements. PROPONENTS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing PROPONENTS.

2.6 Contact for Contract Administration

If your firm receives a contract as a result of this Proposal, designate a person whom we may contact for prompt administration, showing:

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

2.7 Determination of Responsibility of PROPONENT

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

2.8 Limitations

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

2.9 Acceptance of Proposal Contents

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

2.10 Control

The successful PROPONENT will carry out this assignment under the direction and control of the General Manager of the Guam Power Authority or his/her designee(s).

2.11 Required Forms

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

- A. Major Shareholders Disclosure Affidavit
- B. Non-Collusion Affidavit
- C. No Gratuities or Kickbacks Affidavit
- D. Ethical Standards Affidavit
- E. Declaration Re-Compliance with U.S. DOL Wage Determination
- F. Restriction Against Convicted Sex Offenders

2.12 Contract Terms

The Software Solution must include a perpetual license in the purchase agreement, with applicable annual maintenance fees subject to GPA's decision to renew.

The contract implementation services shall be for two (2) years. Upon mutual agreement, the CONTRACT may be extended for a period of no more than three (3) years beyond the base contract term. GPA shall, at its sole discretion, determine task completion.

The contract for the software solution shall be separate from the contract for the implementation services of the consultant.

2.13 Justification of Delay

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay.

Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

2.14 Invoicing and Payment Terms & Conditions

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings, etc.). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittals. All invoices will be paid net 30 days from the date the invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the successful OFFEROR.

2.15 Taxes

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

obtained from the Director of Revenue and Taxation. GPA is a government agency exempted from all government taxes as stipulated in the Guam Code Annotated.

2.16 Licensing

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

2.17 Covenant Against Contingent Fees

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

2.18 Assignments

Contractor may not assign this CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of the Guam Power Authority.

2.19 Equal Employment Opportunity

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the OFFEROR not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The OFFEROR will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

2.20 American Disabilities Act

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

2.21 Prohibition Against Gratuities, Kickbacks and Favors to the Territory

All OFFERORS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

Pursuant to GCA 5 section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that Guam Public Law Title 5 §5630. Gratuities and Kickbacks, prohibits against gratuities, kickbacks, and favors to the Territory.

2.22 Restriction Against Convicted Sex Offenders

All OFFERORS are required to submit a current Restriction against Sex Offenders Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

2.23 Major Shareholders Disclosure and Non-Collusion

All OFFERORS are required to submit a current Major Shareholders Disclosure Affidavit as required below. Failure to do so will mean disqualification and rejection of the proposal.

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

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

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

2.24 NON-COLLUSION

All OFFERORS are required to submit a current Non-Collusion Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

2.25 ETHICAL STANDARDS

All OFFERORS are required to submit a current Ethical Standards Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

2.26 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

All OFFERORS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection of the proposal.

SECTION 3.0: FORM OF CONTRACT

3 FORM OF CONTRACT

The Contract attached to this solicitation is in draft format. Any inquiries, clarifications or recommendations to the contract should be brought up by Proponents to GPA by formally submitting an inquiry following the guidelines specified under Section 1.0: Instructions to Bidders.

CONTRACT FOR Planning and Optimization Software

THIS CONTRACT is made and entered into on the day of _____, 20____, by _____, hereinafter called the CONSULTANT, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONSULTANT to provide services for a project known and described as PLANNING AND OPTMIMIZATION SOFTWARE, GPA-RFP-16-012, hereinafter called the "Project".

RECITALS

WHEREAS,

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good ad valuable consideration, receipt of which is hereby acknowledge; the Guam Power Authority and the _____ hereby agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following engineering and technical services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:

- A. GPA and the CONSULTANT have entered into a task-based contract wherein, GPA will call upon a task and negotiate price, scope and schedule with the CONSULTANT. The CONSULTANT shall provide services as described in the task list provided in Exhibit A. This list in not all inclusive; GPA can negotiate tasks that are similar in scope.
- B. The CONSULTANT has assigned the personnel indicated below, with their respective roles, to the project team for this CONTRACT. Prior written approval is required in the event the CONSULTANT needs to change any team members.
- C. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- D. The CONSULTANT shall submit all final documents in both hard copy and electronic format.
- E. The software version used shall be compatible to current GPA standards.
- F. GPA upon mutual agreement with GWA at any time during the duration of this CONTRACT may allow GWA to use these CONTRACTUAL SERVICES through GPA.

SECTION II - CONTRACT PERIOD

GPA and the CONSULTANT have agreed that this CONTRACT will be effective _____, 2016 for a base contract period of TWO (2) years or until all of the tasks in Exhibit A are completed, whichever is less. Upon mutual agreement, the CONTRACT may be extended for a period of no more than THREE(3) years beyond the base contract term. GPA shall, at its sole discretion, determine task completion.

SECTION III - CONSULTANT'S COMPENSATION

The method of payment for this CONTRACT is to be negotiated. Payment options are lump sum or not to exceed payment.

GPA shall pay the CONSULTANT installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments shall be made as specified in SECTION VI.

SECTION IV - CONSULTANT'S STATUS

The CONSULTANT agrees that there shall be no employee benefits occurring from this CONTRACT, such as:

- A. Insurance coverage provided by GPA
- B. Participation in the Government of Guam retirement system
- C. Accumulation of vacation or sick leave
- D. Withholding of taxes by GPA

The CONSULTANT expressly understands and agrees that, in the performance of services under this CONTRACT, the CONSULTANT and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this CONTRACT shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship and shall remain that of independent parties to a contractual relationship set forth in this CONTRACT.

SECTION V - GUAM POWER AUTHORITY'S RESPONSIBILITIES

GPA shall designate a Project Manager during the term of this CONTRACT. The GPA Project Manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the GPA Project Manager.

GPA shall review submittals by the CONSULTANT and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the CONSULTANT's work. GPA will keep the CONSULTANT advised concerning the progress of GPA's review of the work. The CONSULTANT agrees that GPA's inspection, review, acceptance or approval of the CONSULTANT's work shall not relieve CONSULTANT's responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s). Unless included in the CONSULTANT's Services as identified in Section I, GPA shall furnish the CONSULTANT gratis, all available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittal for charges. All invoices will be paid NET 30 Days from the date the invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the CONSULTANT.

SECTION VII - TERMINATION

The GPA Procurement Officer may, when the interest of GPA or the Territory so require, terminate this CONTRACT in whole or in part for the Convenience of the Territory. The Procurement Officer shall give written notice of the termination to the CONSULTANT specifying the part of the contract terminated and when termination becomes effective. [GSA Procurement Regulations 6-101.10]

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to GPA for evaluation. GPA shall have the right to inspect the CONSULTANT's work to appraise the services completed.

CONSULTANT shall deliver to GPA all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by GPA.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and GPA. However, in no event shall the fee exceed that set forth in Section III of the CONTRACT.

GPA shall make final payment within thirty (30) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, GPA shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VIII - CHANGES

GPA may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this CONTRACT, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the CONTRACT shall be modified in writing accordingly.

SECTION IX - ASSIGNMENT OF CONTRACT

The CONSULTANT may not assign this CONTRACT, or any sum becoming due to under the provisions of this CONTRACT, without the prior written consent of GPA.

SECTION X - FORCE MAJEURE

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this CONTRACT due to a Force Majeure.

Force Majeure, referred to herein, shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy; expropriation or confiscation; changes in law procedures; war, rebellion or riots; floods or unusually severe weather that could not reasonably have been anticipated; fires, explosions, epidemics, catastrophes or other similar occurrences which are not within the control of the party affected.

The following shall not be considered as Force Majeure:

- A. Delay caused by lack or inability to obtain raw materials, congestion at CONSULTANT's or its subcontractor's facilities, or elsewhere; market shortages, or similar occurrences
- B. Delay, either on the part of the CONSULTANT or its subcontractors, caused by shortages of supervisors or labor, inefficiency, or similar occurrences
- C. Sabotage, strikes, or any other concerted acts of workmen, which occur only in the facilities of the CONSULTANT or its subcontractors

Should the circumstances of Force Majeure continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole CONTRACT or any part thereof. Any delay or failure in performing the obligations under the CONTRACT documents of the parties hereto shall not constitute default under the Purchase Contract or give rise to any claim for damages or loss or anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure, and if a claim is made thereof.

SECTION XI - TAXES

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

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

SECTION XII - NOTICES

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

TO: Name and Address
COPY: If Applicable, Name and Address
FAX: Fax Number

TO: Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96932-2977
ATTN: General Manager
FAX: (671) 648-3165

SECTION XIII - GOVERNING LAW

The validity of this CONTRACT and any of its terms or provisions, as well as the rights and duties of the parties to this CONTRACT, shall be governed by the laws of Guam.

SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

It is mutually agreed that the following list of documents which are attached hereto, bound herewith, or incorporated herein by reference shall constitute the additional contract documents or supplemental contract provisions, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein, and are designated as follows in their order of precedence:

- a. This Technical Services Contract
- b. Amendments to GPA-RFP-16-012
- c. RFP No.: GPA-RFP-16-012
- d. CONTRACTOR's Proposal
- e. All required forms submitted as part of the solicitation

SECTION XV - INDEMNIFICATION

The CONSULTANT shall indemnify and hold GPA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the CONSULTANT provides.

SECTION XVI - DISPUTES

All controversies between GPA and the CONSULTANT which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement, shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

SECTION XVII - RELEASE OF INFORMATION

The CONSULTANT shall not release any information, including the contract price, concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

SECTION XVIII - INSURANCE

The CONSULTANT shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The CONSULTANT shall maintain all insurance required during the course of the work.

SECTION XIX - LICENSING

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

SECTION XX – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the CONSULTANT, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by CONSULTANTS upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business.

SECTION XXI – EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the CONSULTANT not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

SECTION XXII – AMERICAN DISABILITIES ACT

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

SECTION XXIII – PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY

GCA 5 §5630(c) prohibits the CONSULTANT against gratuities, kickbacks, and favors to the Territory.

SECTION XXIV – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the CONSULTANT against employing convicted sex offenders from working at Government of Guam venues. It states: (b) All contracts for services to agencies listed herein shall include the following provisions:

(1) warranties that no person providing services on behalf of the CONSULTANT 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 CONSULTANT 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.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day . The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

CONSULTANT
Federal I.D. No. /Social Security No.

DATE

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER
GUAM POWER AUTHORITY

DATE

APPROVED AS TO FORM:

D. GRAHAM BOTHA, ESQ.
STAFF ATTORNEY
GUAM POWER AUTHORITY

DATE

SECTION 4.0: SCOPE OF WORK

4 SCOPE OF WORK

4.1 Background and Objective

The Guam Power Authority's Strategic Planning and Operations Research Division currently utilize ABB Strategist for its Integrated Resource Planning and Capacity Expansion Planning activities. GPA also recently began the implementation of upgraded software for its Dispatch Modeling and Economic Dispatching activities. These two tools allow short-term and long-term evaluation of GPA's generating assets and capacity.

GPA intends to improve its planning and performance/project evaluation by implementing the use of advanced analysis for planning and optimization activities. One method identified is utilizing software that can assist GPA in plant/generating asset evaluation, contract evaluations, resource and investment analysis, risk assessment, and stochastic evaluations spanning multiple years. Among the analysis that GPA would need are:

- Medium term forecasts for Generation and Fuel requirements
- Rate Impact Analysis
- Generation Plant evaluation (i.e. capacity increases, environmental compliance, life extension projects, capital expenditure projects, etc.)
- Contract Evaluations
- Project Evaluations

GPA expects to address optimization analysis currently not being done via the system dispatch and integrated resource plan software.

4.2 Technical and Functional Requirements for Planning and Optimization Software

4.2.1 Project Management

The consultant's work will include the following project management activities:

- Provide GPA a work schedule, list of data requirements and deliverables for each Task Assigned
- Correspond with GPA and key stakeholders via regular email and telephone communication
- Schedule regular meetings and special meetings for critical milestones
- Budget tracking
- Bi-weekly status reports

4.2.2 Purchase of Software

This task will include, at a minimum, the following:

- Presentation of software solution, contract/agreement details.
- Review of hardware/system requirements, and purchase of necessary system equipment (i.e. database, server, etc.) if needed.

- Processing and implementation of Master Agreement (or similar document) for Software Solution.
- Installation of software solution.
- Purchase of Third Party Software, if necessary.
- Other tasks related to purchase and installation of software solution.

4.2.2 Design and Configuration

The consultant will provide, at a minimum, the following Design and Configuration Services:

- Identify and define GPA's requirements / Deliverables
- Create Project Plan
- Software and Database Design and Configuration
- Software and Database Set-up (fully configured solution for GPA)
- Integration, Design and Configuration with Third Party Software
- Additional work that may be required, such as:
 - Gap assessment
 - Interface development
 - Reports

4.2.3 Implementation and Deployment

The consultant will provide, at a minimum, the following Implementation and Deployment Services:

- Establish workflows for use of software
- Provide classroom and hands-on training for key users (administration and standard user)
- Simulate runs and inspect results
- Resolve issues prior to deployment
- Establish training and transition plans and workflows
- Establish maintenance plans and workflows
- Establish reports
- Provide test plan to ensure software is functioning to specifications
- Preparation for go-live and operational activities

4.2.4 Roll-out Support

The consultant will provide, at a minimum, the following Roll-Out Support:

- Transition to support team post implementation
- Change Management

4.2.5 Post-Implementation

GPA may require the following post-implementation services:

- Post-implementation Client Support
- Independent audit and review of data
- Benchmarking and trend analysis
- Performance Optimization
- Consulting Services for maximizing the use of software or for additional/special configurations post go-live/implementation
- Additional training requirements

4.3 Requirements and Qualifications

4.3.1 Software Requirements

GPA will evaluate the proposed software based on the following requirements:

- The software components shall be established, commercially available products based on industry-accepted and adopted technology standards
- The software must have been in successful commercial operation for a minimum of five (5) years, not including pilot programs or test users
- The software must have been successfully implemented to an electric utility the same size or larger than GPA
- Results should be easily extracted to Microsoft Excel program

The following are preferred by GPA, but will not be grounds for disqualifying proponent proposals:

- The software must be capable of integrating with GPA's ABB Strategist and ABB GenOps applications.
- Results should be easily extracted to Microsoft Excel program.

4.3.2 Required Components

The PROPONENT shall provide the following components, at a minimum:

- One-time cost of licenses (preferably perpetual license) and recurring cost for maintenance and support
- Policies and Procedures for software maintenance & support, updates and version upgrades
- Description of pricing options, maximum no. of users, maximum utility size, and other conditions
- Technical Support Services, including a description of the support structure to be provided.

4.3.3 Qualifications

GPA will evaluate the qualifications of the proponents based on the following qualifications:

- Quality of proposal, and of the proposed software and software agreement
- Qualifications and experience of project team
- Experience (at least 5 years) and expertise in conducting end-to-end implementation and training
- Experience (at least 5 years) and expertise on planning and optimization software and analysis
- Successful implementation and completion of similar projects, with a minimum of five (5) years successful operation and maintenance
- At least three (3) letters from Clients for which the proponent has completed projects related to the scope of work related to this RFP in the last five years. The letters should indicate the quality of work of the client, level of satisfaction, and a description of the proponent's handling of the most critical parts of the project (i.e. completion of scope, management of budget and resources, ability to comply with schedules and requirements, etc.).

4.4 Deliverables

The consultant's deliverables include, at a minimum, the following output:

- A Project Plan for accomplishing the goals of this project, including information requirements, technical requirements, and a list of key stakeholders to involve in the project. The plan shall also include a schedule and timeline, and estimated effort and costs.
- Purchased and installed Software
- Complete implementation, including software development, data migration
- Completion of training for key staff
- Standard Procedures for the use and maintenance of software
- Business Process for use and maintenance of software
- System Manuals
- Operations and Maintenance Documentations
- Training Documents

SECTION 5.0: PROPOSAL SUBMITTAL CONTENT

5 PROPOSAL SUBMITTAL CONTENT

5.1 Non-Priced Proposal Content

Proponents must submit non-priced proposals that include a detailed description of the Proponent's qualifications to deliver the scope of work and projects addressed in this RFP. The recommended organization for the proposal is as follows:

Section 1: **Requirements and Qualifications.** The Proponent is required to provide detailed description of the following:

- A. Responses to 4.3.1 Software Requirements
- B. Responses to 4.3.2 Required Components
- C. Responses to 4.3.3 Qualifications

Section 2: **Project Approach.** The Proponent is required to present the project approach, in response to Sections 4.2.1 and 4.4 of this RFP.

Section 3: **Proposed Project Team.** In addition to the responses already included in Section 1 C above, the Proponent shall provide the roles and qualifications of the proposed project team, including an organization chart.

Section 4: **Client References.** At least three letters of reference or recommendation from clients for which the proponent has completed projects related to the scope of work related to this RFP in the last five years. The letters should indicate the quality of work of the client, level of satisfaction, and a description of the proponent's handling of the most critical parts of the project (i.e. completion of scope, management of budget and resources, ability to comply with schedules and requirements, etc.).

5.2 Price Proposal

The Price Proposal will be requested from the successful proponent after completion of evaluation.

SECTION 6: PROPOSAL EVALUATION

6 PROPOSAL EVALUATION

6.1 Evaluation Protocol

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

GPA will begin negotiations with the PROPONENT having the most acceptable proposal for the work scope under consideration. If it fails to successfully conclude negotiations with this PROPONENT, it may terminate negotiations with this PROPONENT and begin negotiations with the PROPONENT having the next most acceptable proposal. GPA may continue in this fashion until it awards a contract or runs out of PROPONENTS to negotiate with.

6.2 Evaluation Criteria and Proposal Scoring

Table 1 below lists the evaluation criteria and preliminary scoring. GPA will convene a committee of no less than three people. These people will elect a committee chairperson.

Scoring and evaluation shall occur in three steps:

Step 1: Individual Committee Member Evaluation and Scoring of Proposal

Each committee member will score each PROPONENT'S proposal using the *Step One Evaluation Forms*.

Proposals that score greater than or equal to 70 points are deemed acceptable. Proposals that score between 65 and 69 points, inclusive, are deemed potentially acceptable. Proposals scoring below 65 points are deemed unacceptable.

If an evaluator determines that a proposal is not acceptable, then that proposal cannot be evaluated in step 2. If an evaluator determines that a proposal is potentially acceptable, then that proposal cannot be evaluated in step 2 unless that evaluator finds less than three acceptable proposals. No unacceptable proposals will be scored beyond Step One.

Step 2: Committee-Wide Evaluation and Scoring of Proposal

After all the proposals have been scored under Step One, the Committee Chair will request the Committee whether they would like to evaluate Step 2 under Total Scope or Individual Scope Scoring. If the Committee deems that one or more PROPONENTS are especially strong in a given scope area, the Committee may revert to scoring based on the individual scope evaluation form. The Committee may evaluate one or more scope areas for individual scoring.

After all the proposals have been scored, each committee member will rank each proposal from highest scoring to lowest scoring using the *Step Two Evaluation Form*. Five points will be awarded to the highest ranking. Three points will be awarded to the second highest ranking. One point will be awarded the third highest ranking. The committee will then total up all the points for each proposal from each evaluator and scope and rank each proposal in step two using the *Step Two Committee-Wide Evaluation Form*. In the event of ties, the Chairman breaks the tie.

Step 3: Negotiation and Award

The committee will negotiate with the top scoring proponent(s) from Step 2.

If negotiations fail with the top scoring proposal, the committee will negotiate price with the next highest scoring proponent from Step 2. If there are no next proposals from Step 2, the committee may repeat Steps 2 and 3 or terminate the procurement.

**STEP ONE EVALUATION FORM
INDIVIDUAL PROPONENT EVALUATION**

Evaluator: _____

Firm/Proponent: _____

Date: _____

CRITERIA:	Percentage	Raw Score (Low = 0, High = 10)	Equivalent Score (Raw Score x Percentage)
Required Forms			
Articles of Incorporation	2%		
Financial Statements	3%		
Required affidavits	*if submission is incomplete, proponent will be disqualified*		
Section 1	60%		
A	20%		
B	20%		
C	20%		
Section 2	10%		
Section 3	10%		
Section 4	15%		
		TOTAL SCORE :	
COMMENTS:			

STEP TWO EVALUATION FORM

Evaluator: _____

Date: _____

Row #	PROPONENT	RANK	POINTS
1		1	5
2		2	3
3		3	1

STEP TWO COMMITTEE-WIDE EVALUATION FORM

Row #	PROPONENT	EVALUATOR STEP TWO POINTS AWARDED					
		1	2	3	4	5	TIE-BREAK (IF NEEDED)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	TOTAL						

Evaluator Signatures

	Date _____		Date _____
	Date _____		Date _____
	Date _____		