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General Manager

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Accountability	·	Impartiality	·	Competence	·	Openness	·	Value
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REQUEST FOR PROPOSAL: GPA-RFP-16-013

DESCRIPTION: Partnering Opportunities for the Development of Demand-Side Energy Conservation Programs and Utility Energy Services Contract Program

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 (non-priced proposal) PDF format copy in CD, DVD, and/or USB Flashdrive, at the date and time for proposal remittance.

- STATEMENT OF QUALIFICATION;
 AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS;
 NON-COLLUSION AFFIDAVIT;
 NO GRATUITIES OR KICKBACKS AFFIDAVIT;
 ETHICAL STANDARDS AFFIDAVIT;
 WAGE DETERMINATION AFFIDAVIT;
 RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

- *Note:** The above Affidavits must comply with the following requirements;
- The affidavit must be signed within 60 days of the date the RFP is due;
 - Date of signature of the person authorized to sign the RFP and the notary date must be the same.
 - First time affidavit **must** be an **original** – If copy, indicate RFP Number/Agency where original can be obtained.

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 28of 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-16-013

FOR

PARTNERING OPPORTUNITIES

FOR THE DEVELOPMENT OF

DEMAND-SIDE ENERGY CONSERVATION PROGRAMS AND

UTILITY ENERGY SERVICES CONTRACT PROGRAM



John M. Benavente, P.E.

General Manager

May 2016

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

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SECTION 1.0: INSTRUCTIONS TO OFFERORS

1 INSTRUCTIONS TO OFFERORS

This section provides instructions for those responding to this Request for Proposal (RFP).

1.1 DEFINITIONS

OFFEROR: The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.

OWNER: The Guam Power Authority (GPA) General Manager or designated representative.

ADDENDA: Any amendment, 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 PROPOSALS

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

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

1.3 PROPRIETARY PORTIONS OF PROPOSALS

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

1.4 PREPARATION AND SUBMISSION OF PROPOSALS

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

Non-priced proposals must be marked on all sides with the words: Non-Priced Proposal. Priced proposals must be marked on all sides with the words: Priced Proposal. Priced and Non-Priced Proposals must be delivered in separate sealed and marked packages.

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 instructions of this Request for Proposal and any addenda.

One (1) bound paper original, five (5) bound paper copies, and one (1) electronic (**non-priced proposal**) PDF format copy in CD, DVD, and/or USB Flashdrive of each proposal, consisting of technical and commercial sections, must be submitted, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc) that will assist towards OFFEROR'S evaluation may be furnished with each proposal. Failure to meet this minor requirement does not disqualify OFFEROR proposals.

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

Request for Proposal No.: GPA-RFP-16-013 must be submitted before 4:00 P.M. July 19, 2016, in a sealed envelope indicating the RFP number and addressed as follows:

**To: Guam Power Authority
GPWA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15
1st Floor, Room 101
Mangilao, Guam 96913**

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

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

Interpretation of the Approximate Quantities: OFFEROR'S attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown 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 OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

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

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

1.5 EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority 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.

1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the OFFEROR must promptly notify GPA in writing no later than ten (10) working days prior to the closing date of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSAL

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

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

GPA may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously to all OFFERORS.

Any addenda issued will be mailed to all OFFERORS in duplicate. OFFEROR shall acknowledge receipt of same by his signature on copy, which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgement may also be made in writing or by e-mail correspondence.

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

1.9 COMPLETE PROPOSALS

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

All Proposals shall remain the property of GPA.

Time for Acceptance: All submittals shall be valid for 180 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.

1.10 POST-PROPOSAL MEETING

After the receipt of proposals, GPA may request additional information over the telephone or in individual meetings with selected OFFERORS to clarify and discuss their proposals. Failure by a OFFEROR to attend such requested meeting(s) shall be cause for disqualification.

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

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

1.11 PROPOSAL INCONSISTENCIES

Any provisions in the proposal, which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates, are deemed waived by the OFFERORS. In the event the proposal is awarded to OFFEROR, any claim of inconsistency

between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by GPA.

1.12 SUBCONTRACTORS

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

1.13 SUBMITTAL FORMAT

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

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

1.14 SIGNATURE

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

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

1.15 INQUIRIES

Prospective OFFERORS 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
GPA Procurement Division
1st Floor, Room 101

Telephone No: (671) 648-3054/3055
Facsimile: (671) 648-3165
Email: jpangelinan@gpagwa.com

**Note: Cut-Off Date for Receipt of Questions shall be Tuesday, June 07, 2016 at 4:00 P.M.
Inquires received after the deadline shall not be entertained.**

SECTION 2.0: GENERAL TERMS AND CONDITIONS

2 GENERAL TERMS AND CONDITIONS

This section provides the General Terms and Conditions for this Request for Proposal.

2.1 AUTHORITY

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

2.2 GENERAL INTENTION

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the OFFEROR to provide the Guam Power Authority with specified services. Under this RFP, the OFFEROR's role includes project development and execution. It also may include services performed by Engineer Procure Construct (EPC), Energy Service Company (ESCO), Energy Savings Performance Contracts (ESPCs), Power Purchase Agreement (PPA), and other Performance Contracting firms and business models. The business mode of engagement will depend upon the requirements of GPA's Customer and for the most part, the United States Navy.

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, the Authority/Department shall be guided by the following:

- A. The ability, capacity and skill of the OFFEROR to perform the work specified.
- B. Whether the OFFEROR can perform promptly or within the specified time.
- C. The quality of performance of the OFFEROR with regard to awards previously made to him.
- D. The previous and existing compliance by the OFFEROR with laws and regulations relative to procurement.
- E. The OFFEROR's experience with Utility Energy Services Contracting, his industry contacts and client references.
- F. Additional points shall be given if the OFFEROR is a current awardee in good standing of a Federal Indefinite Delivery Indefinite Quantity (IDIQ) Energy Savings Performance Contract (ESPC).

2.4 AWARD OR REJECTION OF PROPOSALS

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

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

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

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in 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 OFFEROR and GPA to successfully negotiate contract terms for the scope of services requested.

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

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

- 1) OFFEROR is not responsive;
- 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
- 3) The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;

- 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful OFFERORS shall be advised of the reasons for rejection.

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

2.5 EXECUTION OF THE ORDER

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

Award of Contract: The award of the Contract, if awarded, will be to the most responsive OFFEROR 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 OFFEROR, and the OWNER is satisfied that the OFFEROR is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project Schedule or for any combination of project Schedules.

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

2.6 MODIFICATION / ALTERATION

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the OFFEROR 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. OFFERORS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing OFFERORS.

2.7 CONTACT FOR CONTRACT ADMINISTRATION

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

NAME: _____ TITLE: _____

ADDRESS: _____ PHONE: _____

2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

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

2.9 LIMITATIONS

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

2.10 ACCEPTANCE OF PROPOSAL CONTENTS

The contents of the Proposal of the successful firm will become contractual obligations if a contract ensues. The Guam Power Authority and the OFFEROR shall finalize the terms of the contract during the negotiation period, after which GPA and the CONSULTANT shall sign the contract. Failure of the successful firm to accept these obligations will result in a disqualification of the Proposal.

2.11 CONTROL

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

2.12 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

2.13 CONTRACT TERM

GPA and the OFFEROR agree this CONTRACT will be a five (5) year base period or until all of the tasks in Exhibit A are completed. Upon mutual agreement, the CONTRACT may be extended for a period no more than five years beyond the base contract term.

2.14 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.

2.15 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.

2.16 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.

2.17 LICENSING

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

2.18 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.

2.19 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.

2.20 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.

2.21 AMERICAN DISABILITIES ACT

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

2.22 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.

2.23 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 convicting 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 such conviction.

2.24 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 bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, 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 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 filled.
2. Affidavits must be signed within 60 days of the date the proposals are due.

2.25 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.

2.26 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.

2.27 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 CONTRACT FOR TECHNICAL SERVICES

This CONTRACT is made and entered into on the day of _____, 2016, by _____, hereinafter called the CONSULTANT, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONSULTANT to perform technical services for a project known and described as **Partnering Opportunities for the Development of Demand-Side Energy Conservation Programs and Utility Energy Services Contract Programs, GPA-RFP-16-013**, hereinafter called the "Project."

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following 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 this contract, wherein GPA will call upon a task and discuss scope and schedule with the CONSULTANT. The CONSULTANT shall provide services as described in the task list provided in Exhibit A. This list is not all-inclusive; GPA can negotiate tasks so long as it falls under the scope of Demand-Side Energy Conservation Programs and Utility Energy Services Contracts.
- B. The CONSULTANT has assigned _____ as the Project Manager for this CONTRACT. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONSULTANT shall submit all final documents in both hard copy and electronic format. The software version used shall be compatible to current GPA standards.

SECTION II – CONTRACT PERIOD

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

SECTION III - CONSULTANT'S COMPENSATION

The CONSULTANT's compensation for this CONTRACT shall be obtained from the customer, through savings generated from the effective implementation of demand-side energy conservation programs and Utility Energy Services Contracts. A portion of the savings generated through these programs and contracts shall be allocated to pay for the services the CONSULTANT has provided.

Compensation structure shall be developed by CONSULTANT for each project implemented, based on generated savings, and shall be included in the proposal during the design and construction of each

project. Compensation structure should meet the approval of GPA and DoD or any other federal agency to whom GPA and the CONSULTANT shall provide the programs and contracts.

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. There shall be no withholding of taxes by GPA;
- E. That it is expressly understood and agreed that, in the performance of services under this CONTRACT, the CONSULTANT and its employees shall at all times act as independent CONSULTANTS 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

- A. GPA shall designate a project manager during the term of this CONTRACT. The 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 project manager.
- B. GPA shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay 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 CONSULTANT’S work shall not relieve CONSULTANT’S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s).
- C. Unless included in the CONSULTANT’S Services as identified in Section I, GPA shall furnish the CONSULTANT gratis, the following information or services for this Project:
 - 1. Available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI – INVOICING AND PAYMENT TERMS & CONDITIONS

This is a revenue-neutral, zero-cost contract, and GPA shall not be invoiced for any services provided by the CONSULTANT related to Demand-Side Management Program and Utility Energy Services Contract activities.

Upon the finalization of the contract for this RFP, GPA and the CONSULTANT shall create Demand-Side Energy Conservation and UESC Programs that shall be proposed to the DoD and any other federal

agency. These programs shall include Invoicing and Payment Terms based on Energy Savings realized by DoD or the federal agency through the implementation of the Demand-Side Energy Programs and UESC Programs. The CONSULTANT shall properly keep track of all invoices including supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be regularly reviewed and approved by the GPA Project Manager prior to invoice submittal for charges. Once DoD has approved the programs proposed by GPA and the CONSULTANT, invoicing shall commence based on the Payment Terms and Conditions proposed by the CONSULTANT. All invoices will be paid net 30 days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by GPA and the CONSULTANT.

SECTION VII - TERMINATION

The 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.

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 costs 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 AGREEMENT

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, 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. However, the following shall not be considered as *Force Majeure*:

- a) Delay caused by lack or inability to obtain raw materials, congestion at CONTRACTOR's or its subcontractor's facilities, or elsewhere; market shortages, or similar occurrences, or
- b) Delay, either on the part of THE CONTRACTOR or its subcontractors, caused by shortages of supervisors or labor, inefficiency, or similar occurrences, or
- c) Sabotage, strikes, or any other concerted acts of workmen, which occur only in the facilities of THE CONTRACTOR 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 Agreement 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 therefore.

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) 649-6942

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, and the Federal Acquisition Regulation (FAR), in cases where FAR preempts 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.

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

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.

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

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

APPROVED AS TO FORM :

D. GRAHAM BOTHA, ESQ.
GPA Staff Attorney

SECTION 4.0: SCOPE OF WORK

4 SCOPE OF WORK

This section describes the scope of work for this Request for Proposal (RFP). Under this RFP, the CONSULTANT's role includes project development and execution. It also may include services performed by Engineer Procure Construct (EPC), Energy Service Company (ESCO), Energy Savings Performance Contracts (ESPCs), Power Purchase Agreement (PPA), and other Performance Contracting firms and business models. The business mode of engagement will depend upon the requirements of GPA's Customer and for the most part, the United States Navy.

4.1 SOLICITATION

The Guam Power Authority (GPA) is soliciting partnering opportunities and technical services from a CONSULTANT, to serve as a General Contractor for assisting and partnering with GPA in the development, design and implementation of Utility Energy Services Contracts (UESCs) as well as demand-side management (DSM) programs for the Department of Defense on Guam and other Federal Agencies. In particular, the CONSULTANT shall assist GPA in activities related to the initiation and implementation of UESCs and DSM programs with the DoD and other federal agencies that shall result to energy and cost savings.

4.2 OVERALL OR GENERAL SCOPE

The Guam Power Authority (GPA) intends to establish demand-side energy saving measures and management programs that are designed to implement energy efficiency and conservation measures.

Recent legislation required the same from federal agencies. The Federal Energy Management Program (FEMP) was established to support federal agencies in activities that would allow them to implement energy efficiency and energy conservation measures, and meet goals set for energy efficiency, renewable energy and others. This includes implementation of cost-effective energy management and investment practices, such as the Utility Energy Services Contract (UESC), wherein a utility company and a federal agency shall enter into an agreement for the utility company to provide the federal agency with energy-efficient programs that meet legislative standards. The federal agency expects to generate savings from these programs that will be used to pay for expenses incurred during the initiation and implementation of the program.

To accomplish this objective, GPA is soliciting partnering opportunities with a CONSULTANT to be able to develop, establish and implement Utility Energy Services Contracts (UESCs) and Demand-Side Management Programs (DSM Programs) with the Department of Defense (DoD) and other Federal Agencies on Guam. The CONSULTANT shall be responsible for assisting GPA and DoD or any other Federal Agency in the development, design and implementation of UESCs and DSM Programs, and ensure the realization of savings from these programs and activities. The projects with the Department of Defense (DoD) and/or other Federal Agencies must be structured so that DoD or the Federal Agency pays for the services provided by the CONSULTANT and reimburses

GPA for base rate revenues resulting from savings or “avoided-costs savings” generated from reduced energy use realized through contracts, programs and projects implemented.

GPA intends for this contract to be structured as follows:

- a. GPA shall competitively select, through this RFP, an energy services company that shall assist GPA with UESCs and DSM programs that shall be proposed to DoD and other federal agencies.
- b. GPA and the CONSULTANT shall work together and propose UESCs and DSM programs to DoD and other federal agencies, including compensation structure and expected savings from each program.
- c. Once approved by the DoD or federal agency, GPA and the CONSULTANT shall implement these projects.
- d. Costs for the services provided by the CONSULTANT, as well as costs from the UESC and DSM programs, shall be paid for by DoD or the federal agency through savings and/or avoided costs resulting from the implemented activities.
- e. The DoD or Federal Agency shall also pay for any feasibility studies completed prior to implementation of the projects.
- f. It is expected that DoD and/or the Federal Agency shall continue to realize savings or avoided costs beyond the term of this contract. The CONSULTANT shall include these projected savings when proposing the UESCs and DSM Programs.

The CONSULTANT’s overall responsibilities include but are not limited to the following:

1. TASK 1: Establish UESC training for Key Personnel at GPA, Naval Base Guam, Anderson Air Force Base, GovGuam, and other Federal Agencies, including the CONSULTANT’s selected staff.
2. TASK 2: Perform and/or assist GPA in the necessary preliminary activities in order to create UESC and DSM Programs that shall be proposed to DoD and other Federal Agencies, including utility audits or feasibility studies.
3. TASK 3: Perform and/or assist GPA in identifying appropriate projects for implementation. The selection process for the most appropriate project shall include the following:
 - a. Proposed project(s) should preserve GPA’s base rates.
 - b. Proposed project(s) should generate savings enough to cover appropriate compensation for CONSULTANT’s effort in this undertaking.
 - c. Proposed project(s), which should comply with (a) and (b), should not result to an increase in the rate the DoD and other Federal Agencies are currently paying to GPA.
4. TASK 4: Assist and educate GPA in the developing, designing, initiating and obtaining contracts to DoD and other Federal Agencies to provide utility services and energy efficiency programs. This task shall include the establishment of Terms and Conditions, Engineering and Design, Construction and Installation, and Compensation Method for any of the three contracting methods below:
 - a. Contracting for Utility Services, under the rules in FAR Part 41, for a term of up to ten (10) years
 - b. Projects under the Utility Energy Savings Contract 10 USC 2913, with the following terms:

- i. GPA shall be included in the contract for utility services
 - ii. GPA shall offer financial incentives, goods, and services to Department of Defense and other Federal Agencies
 - iii. Contract terms may extend beyond ten (10) years
 - iv. Contract may be executed in one of the following methods:
 - 1. Basic Ordering Agreement (BOA) with Task Orders
 - 2. Other Instruments of Contracting Issued by GPA's Customer
 - 3. Stand-alone Contract
 - c. Contracts for Energy or Fuel for Military Installations 10 USC 2922a, formerly 10 USC 2394, for term of 30 years, using Navy Land, GPA Land or Private Property.
- 5. TASK 5: CONSULTANT shall also assist GPA in establishing processes for purchasing renewable energy and selling it to the DoD or other Federal Agencies.
- 6. Any other task related to the Utility Energy Services Contract and DSM Programs.

SECTION 5.0: QUALIFICATIONS SUBMITTAL CONTENT

5 QUALIFICATIONS SUBMITTAL CONTENT

CONSULTANTS must submit non-priced proposals that include:

1. Detailed description of CONSULTANT'S qualifications to deliver on the scope of work and projects addressed in this RFP. This description should be organized in the following format (Sections in Proposal)

Section 1 General Utility Energy Services Contract Experience

Section 1.1 Experience and Expertise in planning and identification of projects

Section 1.2 Experience and Expertise in establishing contract terms and conditions, requirements, payment terms

Section 1.3 Experience and Expertise in the implementation of contracts

Section 2 Organization, Qualifications, and Experience of Project Team

Section 2.1 Organizational Chart and description of responsibilities of each project team member

Section 2.2 Qualification of each project team member

Section 2.3 Experience of project team on similar projects

Section 3 Industry Contacts and client references

Section 3.1 List and brief description of Industry Contacts

Section 3.2 Client References (see Item 2 below)

Section 4 Recipient (in Good Standing) of award for Indefinite Delivery, Indefinite Quantity (IDIQ) Energy Savings Performance Contracts (ESPCs)
[Bonus Points; may not necessarily disqualify Bidder]

Section 5 Proposed projects and activities from recent projects, including the following:

Section 5.1 Project Title and classification (Energy Efficiency, Renewable Energy, Demand-side Management Project), including project overview

Section 5.2 Brief illustration of Project Execution

Section 5.3 Expected versus Achieved Generated Savings

2. Three client references on projects completed within the last five years related to the projects and scope of work addressed in this RFP. Refer to Evaluation Worksheets (Appendix A).
3. Detailed description of the processes and services that the CONSULTANT will use to deliver on the scope of work and projects addressed in this RFP. Refer to Evaluation Worksheets (Appendix A).
4. Describe in detail the team and organizational structure that the CONSULTANT will use for this project including curriculum vitae. Describe what each team member is responsible for and how they will provide value.

Provision of this information in the proposal means that the individuals identified will be assigned to perform the scope and projects addressed in this RFP. GPA reserves the right to approve substitutions.

5. Describe Projects performed for clients as per the descriptions required below:

Section 5 Proposed projects and activities from recent projects, including the following:

Section 5.1 Project Title and classification (Energy Efficiency, Renewable Energy, Demand-side Management Project), including project overview

Section 5.2 Brief illustration of Project Execution

Section 5.3 Expected versus Achieved Generated Savings

6. Proposal must be free of any price information.

SECTION 6.0: PROPOSAL EVALUATION

6 EVALUATION PROTOCOL

The evaluation format is a two-step process. In the first step, GPA evaluates each CONSULTANT'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 CONSULTANT'S submittal and rank each from most acceptable to least acceptable. GPA may choose to select one, any or none of the CONSULTANTS for the second step in the procurement process: contract negotiations.

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

6.1 EVALUATION CRITERIA AND PROPOSAL SCORING

Table 3 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 CONSULTANT'S proposal using the *Step One Evaluation Form*.

Proposals that score greater than or equal to 70% of the points are deemed acceptable. Proposals that score between 60 to 69%, inclusive, are deemed potentially acceptable. Proposals scoring below 60% of the 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, 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

GPA shall notify the top-scoring CONSULTANT from Step 2 in writing to provide their Proposal Fees. The Proposal Fees shall contain the compensation for the services provided by the CONSULTANT in the performance of the scope of work of this RFP. The fees should not exceed the savings that are expected to be generated from the proposed projects.

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

GPA reserves the right to award contracts to one, none, or more than one CONSULTANT

Table 1 - Evaluation Criteria

EVALUATION CRITERIA			MAXIMUM SCORE
Section 1		General Utility Energy Services Contract Experience	
	Section 1.1	Experience and Expertise in planning and identification of projects	20
	Section 1.2	Experience and Expertise in establishing contract terms and conditions, requirements, payment terms	20
	Section 1.3	Experience and Expertise in the implementation of contracts	20
Section 2		Organization, Qualifications, and Experience of Project Team	
	Section 2.1	Organization Chart and description of Responsibilities of each Project Team Member	5
	Section 2.2	Qualification of each project team member	10
	Section 2.3	Experience of project team on similar projects	20
Section 3		Industry Contacts and Client References	
	Section 3.1	List and brief description of Industry Contacts	20
	Section 3.2	Letters from Client References	20
Section 4		Recipient of Award for IDIQ ESCPs (In Good Standing)	
		Provide proof of award and good standing status	5
Section 5		Proposed Projects and Activities	
	Section 5.1	Project Title and classification (Energy Efficiency, Renewable Energy, Demand-side Management Project), including project overview	20
	Section 5.2	Brief illustration of project execution	20
	Section 5.3	Expected versus Achieved Generated Savings	20
TOTAL			200

APPENDIX A EVALUATION WORKSHEETS

STEP ONE EVALUATION FORM

Evaluator:

Firm:

Date:

EVALUATION CRITERIA		MAXIMUM SCORE	EVALUATOR RATING	WEIGHTED SCORE
Section 1		General Utility Energy Services Contract Experience		
	Section 1.1	Experience and Expertise in planning and identification of projects	20	
	Section 1.2	Experience and Expertise in establishing contract terms and conditions, requirements, payment terms	20	
	Section 1.3	Experience and Expertise in the implementation of contracts	20	
Section 2		Organization, Qualifications, and Experience of Project Team		
	Section 2.1	Organization Chart and description of Responsibilities of each Project Team Member	5	
	Section 2.2	Qualification of each project team member	10	
	Section 2.3	Experience of project team on similar projects	20	
Section 3		Industry Contacts and Client References		
	Section 3.1	List and brief description of Industry Contacts	20	
	Section 3.2	Letters from Client References	20	
Section 4		Recipient of Award for IDIQ ESCPs (In Good Standing)		
		Provide proof of award and good standing status	5	
Section 5		Proposed Projects and Activities		
	Section 5.1	Project Title and classification (Energy Efficiency, Renewable Energy, Demand-side Management Project), including project overview	20	
	Section 5.2	Brief illustration of project execution	20	
	Section 5.3	Expected versus Achieved Generated Savings	20	
TOTAL			200	

STEP TWO EVALUATION FORM

Evaluator: _____

Firm: _____

Date: _____

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

STEP TWO COMMITTEE-WIDE EVALUATION FORM

Row #	PROONENT	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

Evaluator Signatures

Date

Evaluator Signatures

Date

Evaluator Signatures

Date

Evaluator Signatures

Date

APPENDIX B MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)ss.
 HAGATNA, GUAM)

I, the undersigned, _____, being first
 (partner or officer of the company of, etc.)
 duly sworn, depose and say:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve 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 to receive 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 is a partnership; Officer, if the bidder is a
 corporation.

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

Notary Public _____
 In and for the Territory of Guam

My Commission expires: _____

APPENDIX C NON-COLLUSION AFFIDAVIT

APPENDIX D NO GRATUITIES OR KICKBACKS AFFIDAVIT

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
)ss:
HAGATNA, GUAM)

_____, 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 Offeror is a Sole Proprietorship;
Partner, if the Offeror is a Partnership;
Officer, if the Offeror is a Corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20_____.

Notary Public _____
In and for the Territory of Guam

My commission expires: _____

APPENDIX E ETHICAL STANDARDS AFFIDAVIT

**APPENDIX F DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE
DETERMINATION**

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;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

 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:

APPENDIX G RESTRICTION AGAINST CONVICTED SEX OFFENDERS



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

SPECIAL PROVISIONS

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

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

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

Signature of Bidder Date
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20 ____.

Notary Public _____
In and for the Territory of Guam

My commission expires: _____