



**GUAM POWER AUTHORITY
 ATURIDAT ILEKTRESEDAT GUAHAN**

JOSEPH T. DUENAS
 Chairman

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JOHN M. BENAVENTE, P.E.
 General Manager

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

Accountability · Impartiality · Competence · Openness · Value

REQUEST FOR PROPOSAL: GPA-RFP-19-004

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 their technical proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF 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;

- 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.

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 8, 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.

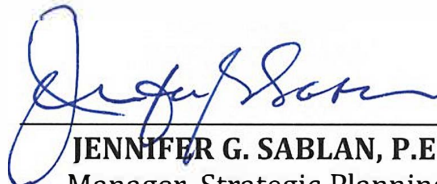
On this _____ day of _____, 20____ I, authorized representative of _____ acknowledge receipt of this special reminder to PROSPECTIVE Individual/Firm with the above referenced RFP.

 Individual/Firm Representative's Signature

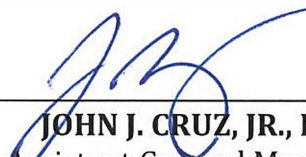
REQUEST FOR PROPOSAL NO.:
GPA-RFP-19-004

FOR

PLANNING AND OPTIMIZATION SOFTWARE



JENNIFER G. SABLAN, P.E.
Manager, Strategic Planning
and Operations Research Division



JOHN J. CRUZ, JR., P.E.
Assistant General Manager,
Engineering & Technical Services



JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

JANUARY 2019

REQUEST FOR PROPOSAL

GPA-RFP-19-004

FOR

“Planning and Optimization Software”

The Guam Power Authority (GPA) is soliciting proposals from interested and qualified individuals or firms to provide Planning and Optimization Software, and associated services such as installation, implementation and training.

Request for Proposal (RFP) packages may be obtained at the, GPA Procurement Office located at 688 Route 15 Gloria B. Nelson Public Service Building, Mangilao, Guam 96913 anytime from Monday through Friday (excluding holidays) between 8:00 a.m. and 5:00 p.m.

Deadline for submission of all proposals is **April 4, 2019 at 4:00 P.M.** at the GPA Procurement Office and will be received in accordance with Section 3-207 of the Guam Procurement Regulations. All proposals must be submitted to the attention of the Procurement Manager.

TABLE OF CONTENTS

1	INSTRUCTIONS TO OFFEROR	5
1.1	DEFINITIONS	5
1.2	PROPOSALS	5
1.3	PROPRIETARY PORTIONS OF PROPOSALS	5
1.4	PREPARATION AND SUBMISSION OF PROPOSALS	5
1.5	EXPLANATION TO OFFERORS	6
1.6	CLARIFICATION ON REQUEST FOR PROPOSAL	7
1.7	ALTERNATE PROPOSALS	7
1.8	MODIFICATION OR WITHDRAWAL OF PROPOSALS	7
1.9	COMPLETE PROPOSALS.....	8
1.10	CLARIFICATIONS AND SOFTWARE DEMONSTRATIONS	8
1.11	PROPOSAL INCONSISTENCIES	8
1.12	SUBCONSULTANT	8
1.13	SUBMITTAL FORMAT	9
1.14	SIGNATURE.....	9
1.15	INQUIRIES	9
2	GENERAL TERMS AND CONDITIONS	10
2.1	AUTHORITY	10
2.2	GENERAL INTENTION	10
2.3	STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR	10
2.4	AWARD OR REJECTION OF PROPOSALS	10
2.5	EXECUTION OF THE ORDER	11
2.6	MODIFICATION / ALTERATION	12
2.7	CONTACT FOR CONTRACT ADMINISTRATION	12
2.8	DETERMINATION OF RESPONSIBILITY OF OFFEROR.....	12
2.9	LIMITATIONS	12
2.10	ACCEPTANCE OF PROPOSAL CONTENTS	13
2.11	CONTROL	13
2.12	REQUIRED FORMS.....	13
2.13	CONTRACT TERM	13
2.14	JUSTIFICATION OF DELAY	13
2.15	INVOICING AND PAYMENT TERMS & CONDITIONS	13
2.16	TAXES.....	14
2.17	LICENSING	14
2.18	COVENANT AGAINST CONTINGENT FEES.....	14
2.19	ASSIGNMENTS	14
2.20	EQUAL EMPLOYMENT OPPORTUNITY	14
2.21	AMERICAN DISABILITIES ACT.....	14
2.22	PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY	15
2.23	RESTRICTION AGAINST CONVICTED SEX OFFENDERS.....	15
2.24	MAJOR SHAREHOLDERS DISCLOSURE AND NON-COLLUSION	15
2.25	NON-COLLUSION.....	16
2.26	ETHICAL STANDARDS	16
2.27	COMPLIANCE WITH U.S. DOL WAGE DETERMINATION.....	16
3	FORM OF CONTRACT	17
4	SCOPE OF WORK	25

5	PROPOSAL SUBMITTAL CONTENT	30
5.1	Non-Priced Proposal Content	30
5.2	Price Proposal 32	
6	PROPOSAL EVALUATION	37
6.1	Evaluation Protocol	37
6.2	Evaluation Criteria and Proposal Scoring	37
APPENDIX A	MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT	1
APPENDIX B	NON-COLLUSION AFFIDAVIT	2
APPENDIX C	NO GRATUITIES OR KICKBACKS AFFIDAVIT	2
APPENDIX D	ETHICAL STANDARDS AFFIDAVIT	2
APPENDIX E	DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION	2
APPENDIX F	RESTRICTION AGAINST CONVICTED SEX OFFENDERS.....	2

1 INSTRUCTIONS TO OFFEROR

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 contain 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.

Only non-priced proposals are to be submitted by the proposal deadline. Priced proposals will be requested of the selected vendor or vendors 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 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.

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

Request for Proposal No.: GPA-RFP-19-004 must be submitted before 4:00 P.M., April 4, 2019 in a sealed envelope indicating the RFP number and addressed as follows:

To: Guam Power Authority
GPA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15
1st. Floor, Room 101
Fadian, GU 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 OFFEROR 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: 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 (4) four 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 PROPOSALS

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 PROPOSALS

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 telex or telegram.

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 60 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 CLARIFICATIONS AND SOFTWARE DEMONSTRATIONS

After the receipt of proposals, and during the evaluation period, GPA may request from selected OFFERORS clarifications on their proposals. GPA will also request from all OFFERORS a software demonstration based on the requirements specified in Sections 4 and 5 of this RFP. Failure by an OFFEROR to provide clarification(s) and software demonstration(s) shall impact evaluation scoring and may be cause for disqualification. All clarifications and any software demonstration shall be documented by OFFERORS as addenda to the submittals. GPA reserves the right to request clarifications from only those OFFERORS whom it deems in its best interest.

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 SUBCONSULTANT

If the OFFEROR plans to enter into contracts with subconsultants in order to complete this project, the identification and location of the possible subconsultants with a comprehensive description of their offering shall be submitted with the proposal. GPA reserves the right to disapprove any subconsultants,

or a subconsultant's 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 4:00 P.M., March 7, 2019. Inquiries received after the deadline shall not be entertained.

2 GENERAL TERMS AND CONDITIONS

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, or 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.

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, the Agency/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.

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.

GPA reserves the right to award a Contract for the entire RFP scope, or for subsets, or per specific scope or item of the RFP scope to one, none, or more than one OFFERORS.

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 not 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 in 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 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 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 the 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. 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 CONSULTANT agree this CONTRACT will be for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional 1-year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

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

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.

2.18 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 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.

2.19 ASSIGNMENTS

CONSULTANT 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 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.

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 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.

2.25 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.

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.

OFFERORS are also required to submit as part of the proposal package, a copy of legal and/or contractual documents that OFFEROR will require GPA to complete, if awarded the contract. Examples of these are license agreements, customer agreements, or other similar documents.

CONTRACT FOR PLANNING AND OPTIMIZATION SOFTWARE

THIS CONTRACT is made and entered into on the ___ day of _____, 2019, by _____, hereinafter called the INDIVIDUAL OR FIRM, and the Guam Power Authority, hereinafter called GPA.

GPA engages the Individual or Firm to perform professional services for a project known and described as "Planning and Optimization Software", GPA-RFP-19-004, hereinafter called the "Project".

RECITALS

WHEREAS, the Guam Power Authority (GPA), is a public corporation of the Government of Guam authorized to conduct its own procurement; and

WHEREAS, the GPA strategic plan contains initiatives to create a culture based on customer services excellence at the Authority; and

WHEREAS, GPA seeks to enter into a contract for Planning and Optimization Software with a Consultant wherein such services can be provided to the Authority for the benefit of its customers; and

WHEREAS, the services to be rendered are of a special and temporary nature and are determined to be in the best public interest to be performed under contract by technical personnel other than employees in the services of GPA; and

NOW, THEREFORE, the Guam Power Authority and the Consultant for the considerations set forth, agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

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

- A. The Individual or Firm shall provide services as described in the detailed scope of work provided in the Scope of work in GPA-RFP-19-004.
- B. The Individual or Firm has assigned _____ as the Project Manager for this Contract. Prior written approval is required in the event the Individual or Firm needs to change the Project Manager. The Individual or Firm shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The Individual or Firm shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

SECTION II - PERIOD OF SERVICE

GPA and the Individual or Firm agree this CONTRACT will be effective commencing _____ for a base contract period of three (3) years or until all tasks in Exhibit A are completed, whichever is less, from the date of award of the contract with an option to extend the contract for two additional one-year periods, not to exceed a total contract period of five (5) years, subject to the availability of funds, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding.

SECTION III - CONSULTANT'S COMPENSATION

For purchase of software and payment of perpetual license, payment shall be due 30 days after receipt of invoice and after successful installation of the software at GPA computers and/or servers. The installation fee shall include set-up of software, training, and implementation, and tasks covered under Section 4, Subsection 4.3 A, B and C, in a lump-sum payment excluding travel expenses, which shall be billed based on actual expenses incurred.

Payment for all other services shall follow the payment agreement mutually agreed upon by GPA and the successful OFFERER outlined as an attachment to this contract, with payment options are lump sum, time and materials, or not to exceed payment. GPA shall pay the CONSULTANT amounts due following GPA payment procedures, based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments shall be made as specified in SECTION VI.

CONSULTANT shall comply with GPA travel policy as outlined in Attachments A and B of this RFP.

SECTION IV - CONSULTANT'S STATUS

Consultant agrees that there shall be no employee benefits occurring from this Agreement, 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 Agreement, Individual or Firm 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 Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

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.

GPA shall review submittals by the Individual or Firm and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the Individual or Firm work. GPA will keep the Individual or Firm advised concerning the progress of GPA's review of the work. The Individual or Firm agrees that GPA's inspection, review, acceptance or approval of Individual or Firm work shall not relieve Individual or Firm responsibility for errors or omissions of the Individual or Firm or its sub-consultant(s).

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 GPA Project Manager prior to invoice submittal for charges. 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 the Guam Power Authority and the Individual or Firm.

SECTION VII - TERMINATION

GPA, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the Individual or Firm, upon thirty (30) days written notice delivered to CONSULTANT personally, via email, or by certified mail at the address provided.

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

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

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

In the event this Individual or Firm 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 Agreement, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Agreement shall be modified in writing accordingly.

SECTION IX - ASSIGNMENT OF AGREEMENT

Individual or Firm may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, 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 Agreement due to a force majeure.

SECTION XI - TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

Guam Power Authority shall have no tax liability under this contract.
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 Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, 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.

SECTION XV – INDEMNIFICATION

The Individual or Firm 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 Individual or Firm provides.

SECTION XVI – DISPUTES

All controversies between GPA and the Individual or Firm 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 Individual or Firm 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 Individual or Firm 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 Individual or Firm 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 _____, 2019. The Individual or Firm warrants that the person who is signing this CONTRACT on behalf of the Individual or Firm is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

OFFEROR

Title

Company Name

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

JOHN M. BENAVENTE, P.E.

GENERAL MANAGER

GUAM POWER AUTHORITY

APPROVED AS TO FORM:

D. GRAHAM BOTHA, ESQ.

STAFF ATTORNEY

GUAM POWER AUTHORITY

DATE

4 SCOPE OF WORK

4.1. Background and Objectives

The Guam Power Authority's Strategic Planning and Operations Research Division currently utilize the following ABB Software:

- ABB Capacity Expansion
- ABB Portfolio Optimization

for its Integrated Resource Planning and Capacity Expansion Planning activities, as well as Dispatch Modeling and Economic Dispatching activities. These two tools allow short-term and long-term evaluation of GPA's generating assets and capacity. To improve planning and performance/project evaluation by implementing the use of advanced analysis for planning and optimization activities, the Stochastics Module for both applications is available for utilization.

Through an Annual Maintenance Contract with the Software Developer, GPA is supported with the latest versions and developments for both applications including basic services for maintenance and troubleshooting. Call-off Consulting Services are also available to assist GPA in modifying and configuring the database specifically for GPA operations, and to assist in the proper execution of the software according to GPA's requirements.

For this solicitation GPA requires proponents to provide a Planning and Optimization Software Solution that will continue and improve current resource planning activities. The Planning and Optimization Software will serve as the primary software tool for the use of SPORD and other divisions working with SPORD in the various resource planning, resource optimization, dispatching, forecasting, simulations and analysis, to provide results that will support short-term and long-term strategic decisions. The proponent will be required to:

- A. Provide Planning and Optimization Software including installation services.
- B. Design and Configuration of Planning and Optimization Software specific to GPA's Power System.
- C. Provide training and establish detailed Standard Operating Procedures, Instructions, Cross-Functional Flowcharts, Process Workflows and other documentation to assist GPA in the use of the software.
- D. Provide Annual Maintenance Services including, but not limited to, software upgrades, updates and fixes; 24-hour client support services; access to online tools and documents.
- E. Provide consulting and technical services for specific requirements including but not limited to:
 - Configuring Database to include but not limited to, GPA's Energy Storage System, GPA's Renewable Resources
 - Integrated Resource Planning (20-30-year planning horizon)
 - Long-term and Short-Term Integrated Resource Planning including detailed dispatching of resource plans
 - Long-term (20 or 30 years) & short-term (minute, 5-minutes, 15-minutes and hourly) unit commitment & economic dispatching analysis, with a minimum output of forecasted KWH generation, fuel consumption, emissions & costs
 - Capacity and Resource Optimization
 - Evaluation of strategies for meeting renewable portfolio standards
 - Environmental Compliance Planning including incorporating effects of emissions on plant operation and dispatching
 - Integration of Renewable Resources, Energy Storage Systems, Demand-side Management Programs, Demand Response Programs and Distributed Energy Resources
 - Fuel Supply Management / Fuel Consumption Forecasting (various fuel types), Risk Management (Hedging)
 - Reliability Analysis (Loss of Load Expectation)
 - Contract Evaluations for future Power Plant Acquisitions, Renewable Resource Acquisition, Energy Storage System Acquisition

- Generation Plant evaluation (i.e. capacity increases, environmental compliance, life extension projects, capital expenditure projects, etc.), Project Evaluations
- Rate Impact Analysis

4.2. Planning and Optimization Software Requirements

GPA has the following requirements for the Planning and Optimization Software:

- A. The Planning and Optimization Software must have been in commercial operation for a minimum of sixty (60) months, or five (5) years.
- B. The Planning and Optimization Software must have been successfully implemented at an electric utility with at least 625 MW of nameplate capacity from at least 58 generating units, at least five (5) renewable energy resources, and at least two (2) energy storage systems.
- C. The Planning and Optimization Software must be able to incorporate renewable energy, energy storage systems, and demand-side management programs in the portfolio to be configured for GPA.
- D. Ease of upload of input data and download of output data will be a major consideration in the evaluation of the software offered, including the flexibility of data modeling and editing. Output should be easily downloadable to Microsoft Excel Program.
- E. The OFFEROR must declare the system requirements for software installation and use. Flexibility in the installation and operating system requirements will be a major consideration for the evaluation of the software offered. The following components, at a minimum, shall be provided:
 - (1) System Requirements for installation and for use of software
 - (2) No. of Users, Maximum Utility Size and Other Conditions
 - (3) Policies and procedures for software maintenance and support, including updates and version upgrades, storage space needed, recommended data retention time, etc.
 - (4) Technical Support Services, including a description of the support structure to be provided
- F. The software must be capable of the following, at a minimum:
 - (1) Integrated Resource Planning for 20- to 30-year planning horizons. PROPONENT shall indicate minimum no. of years and maximum no. of years that the software is capable of executing, and the corresponding duration for the run execution to be completed, i.e. 10 minutes for a 30-year run with outputs on an annual basis.
 - (2) Long-term and Short-term detailed dispatching of resource plans.
 - PROPONENT shall indicate the time frames that the software is capable of running economic dispatch, ie in 5-minute frames, 1-hour frames, etc. and the longest duration, ie 5-minute frames for up to a 30-day period; 1-hour frames for a 30-day period, etc., and the corresponding duration for the run execution to be completed, i.e. 10 minutes for a 30-day run of hourly dispatch.
 - PROPONENT shall indicate the expected output from the software, and should include, at a minimum: KWH Generation, Fuel Consumption (MBTU and Volume), Generating Cost, Fuel Cost, Emissions (SO₂, CO, NO₂, PM), Ancillary Services, Spinning Reserve, etc.
 - (3) Configuring, at a minimum, 60 individual generating units, contracts, and systems combined
 - (4) Inclusion of Renewable Resources, Energy Storage Systems in the portfolio
 - OPTIONAL: Inclusion of Demand-side Management and/or Demand Response Programs
 - (5) Short-term and Long-term Fuel Price and Load Forecast. PROPONENT shall indicate the minimum and maximum forecast horizons that the software is capable of.
 - (6) Reliability Analysis (Loss of Load Expectation)
 - (7) Multiple Resource Plan Comparisons, Determination of Optimal Resource Plan

- (8) Calculation of Operating Costs, Fuel Costs, Emissions Fees, Fixed Costs, Variable Costs, etc.
- (9) Input allows various formats, preferably MS Excel (PROPONENT to indicate all formats accepted)
- (10) Output can be converted to various formats, preferably MS Excel (PROPONENT to indicate formats available)

4.3. Services

A. Installation, Design and Configuration

The OFFEROR will provide the following services related to the installation of the software, and design/configuration:

1. Installation of Software and associated features.
2. Software and Database Design and Configuration
3. Software and Database Set-up (fully configured solution for GPA)
4. Integration, Design and Configuration with Third Party Software
5. Additional work that may be required, such as:
 - Gap Assessment
 - Interface Development
 - Reports

B. Implementation and Deployment

The OFFEROR will provide the following services related to implementation and deployment:

1. Establish SOPs, detailed instructions, cross-functional flowcharts, workflows, etc. for use of software
2. Provide classroom and hands-on training for GPA (administration, power user and standard user)
3. Simulate runs and inspect results
4. Issue Resolution
5. Establish training and transition plans and workflows
6. Establish maintenance plans and workflows
7. Establish reports
8. Provide test plan to ensure software is functioning to specifications
9. Preparation for go-live and operational activities

C. Training, Roll-Out

The OFFEROR will train GPA staff in successful installation of software and database, including procedures for future upgrades, and in the successful creation and maintenance of database.

The OFFEROR shall also ensure that the GPA staff is ready to use the tool at the conclusion of implementation and deployment phase.

D. Post-Implementation Services

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

4.4. Deliverables

The CONSULTANT's deliverables include:

- A. 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 include a schedule and timeline, and estimated efforts and cost.
- B. Project Management
- C. Successfully installed software and database
- D. Completed implementation, including software development and data migration
- E. Completed training for key GPA staff, including administration, power users, standard users
- F. Input file templates, Output file templates, and Report Templates (in excel and other formats) specific to GPA's requirements
- G. Standard Operating Procedures, detailed instructions, and other documents illustrating the use and maintenance of software
- H. Business Processes, cross-functional flowcharts, and workflows for the use and maintenance of software
- I. System Manuals
- J. Operation and Maintenance Documentation
- K. Training Documentation

4.5. Qualifications

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

- Experience (at least 5 years) and expertise in conducting end-to-end software installation, 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
- Successful maintenance services and consulting services provided to clients
- Qualifications and experience of project team to be assigned to GPA

GPA will also evaluate past performance on similar projects through the OFFEROR's submission of the following:

- 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.).
- Other supporting documents showing past performance

Aside from qualifications and past performance, GPA shall also evaluate the OFFEROR's Technical Proposal, as well as OFFEROR's Software Demonstration, both of which shall follow the requirements specified in Section 5.

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 proponent shall submit the non-price proposal content in the following order:

Section 1. Articles of Incorporation, Business Organization, Certificate of Good Standing. PROPONENT is required to provide a copy of its Articles of Incorporation, or other applicable forms concerning business organization (partnership, sole proprietorship, etc.) and By-Laws; PROPONENT shall include Certificate of Good Standing to conduct business in jurisdiction of residence, or any other similar document.

Section 2. Financial Information. PROPONENT is required to provide copies of financial information on PROPONENT's firm and all subcontractors that will be assigned to fulfill the requirements of the contract. This information shall be for the last five (5) years and should have been reviewed or audited by a qualified firm.

Section 3. Legal and Procurement Documents. PROPONENT shall submit all affidavits and other legal documents required by GPA's Procurement Division.

Section 4. Requirements. PROPONENT is required to provide detailed proposal for and/or responses to the following:

- A. **Planning and Optimization Software meeting requirements** specified in *Section 4 Scope of Work, Subsections 4.1 Background and Objectives and 4.2 Planning and Optimization Software Requirements*. Proponent shall fill-out *Table A – Proponent* and *Table B – Software Features* shown below to illustrate which GPA requirements are being met by PROPONENT and the software offered, to supplement the detailed proposal and supporting documents.
- B. **Project Approach and Project Management.** Proponent is required to present the project approach for the services to be provided as specified in *Section 4 Scope of Work Subsections 4.3 Services, and 4.4 Deliverables*. Proponent shall also describe how the project shall be managed, including reports that will be provided to GPA. Proponent shall a Gantt Chart or Project Management Chart for the implementation schedule based on the following:
 - OPTION 1: Installation of Software, and creation of database "from scratch" or by manual entry of GPA data
 - OPTION 2: Installation of Software, and creation of database by transferring input from current software
- C. **Sample Inputs/Outputs, Documents.** Proponent shall provide samples of the following as part of the proposal:
 - Sample input file (in all formats accepted or used)
 - Sample output file (in all formats accepted or used)
 - Sample Report for Integrated Resource Plan – 2 reports, one with the best plan and another for comparison, for the maximum no. of years software is able to run
 - Sample Report for Economic Dispatching, showing at a minimum: Generation Output, Fuel Consumption Output, Emissions Output, Ancillary Reserve or Spinning Reserve, Renewable Resources, Generating Cost, Fuel Cost, System Cost, etc. – at least 3 reports, one with the

best dispatching plan based on Fuel Consumption, and another with the best dispatching plan based on Emissions; and the 3rd one with the most efficient fuel consumption within allowed emission limits.

- Sample Report for Renewable Resource Output, showing the minimum time interval allowed by tool (example: 5 minutes, 10 minutes or 15 minutes)
- Fuel Price Forecast, long-term (maximum years tool allows) and short term (one-day forecast, hourly and the minimum time interval allowed by tool)
- Load Forecast, long-term (maximum years tool allows) and short term (one-day forecast, hourly and the minimum time interval allowed by tool)
- Emissions Forecast, long-term (maximum years tool allows) and short term (one-day forecast, hourly and the minimum time interval allowed by tool)
- Sample Report for Reliability Analysis (Loss of Load Expectation / Loss of Load Hours)
- Sample Report for Rate Impact Analysis
- Sample Report for comparing bids for new generating unit
- Sample Report for comparing at least two renewable resources
- Sample Report for Energy Storage Systems
- Documentation such as screenshots showing the tool's features.

Section 5. **Qualifications.** PROPONENT is required to provide detailed responses to the following:

- A. Experience (at least 5 years) and expertise in conducting end-to-end software installation, implementation and training
- B. Experience (at least 5 years) and expertise on planning and optimization software and analysis
- C. Successful implementation and completion of similar projects, with a minimum of five (5) years successful operation and maintenance
- D. Successful maintenance services and consulting services provided to clients
- E. Qualifications and experience of project team to be assigned to GPA

Section 6. **Past Performance.** PROPONENT is required to provide detailed responses to the following:

- A. **Client Reference Letters.** 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.).
- B. **Similar Projects.** PROPONENT shall provide a short description of at least three (3) projects completed in the last five (5) years that is similar in size and scope to GPA's requirements in this RFP.

Section 7. **Software Demonstration.** Proponent shall demonstrate the software to GPA on the date and time requested by GPA. The software demonstration shall comprise of a short 30-minute software demonstration showing at a minimum, the items requested by GPA below, followed by a 30-minute discussion with the GPA evaluation committee:

- A. A quick overview of software/database
- B. A sample Integrated Resource Run
- C. A sample Economic Dispatch Run, short-term and long-term
- D. A sample Forecast, for Fuel and Load
- E. A sample Reliability Analysis

- F. A sample dispatch run of integrated resource plan, i.e. hourly dispatch for the resources selected; hourly costs, emissions, etc.
- G. Sensitivity Analysis
- H. Upload of Input File, Download of Output File or Report
- I. Administration Features, i.e. controlling User access; database upgrades; database access, etc.

Section 8. **Quality of Proposal.** The quality of the proposal shall also be evaluated by GPA. Among the features to be evaluated are:

- A. Organization of responses and materials provided.
- B. Quality and quantity of responses submitted.
- C. Adequacy, appropriateness and relevance of materials and responses to GPA.
- D. Presentation of materials and proposal.

5.2 Price Proposal

The Price Proposal will be requested from the successful proponent after completion of evaluation and **SHOULD NOT BE INCLUDED** in the proposal submitted on April 04, 2019. GPA will be executing the scope of this work as individual project scopes of work for which the successful proponent and GPA will negotiate the scope and price.

The Price Offer shall be provided by the best qualified OFFEROR during contract negotiations, if determined to be the most qualified OFFEROR via notification by GPA, and may include perpetual license fees, annual fees, and time and materials cost, etc.

Please fill-up information for proposed Integrated Resource Planning Software (Table A.1) and Economic Dispatching Software (Table A.2)

- Years of Experience – No. of years proponent has provided these services to other clients.
- Project Name, Client – Indicate the project name and client to whom services were provided
- Documentation – Indicate the specific section or page number of the proposal where Evaluators can review submission relevant to the services

TABLE A.1 INTEGRATED RESOURCE PLANNING SOFTWARE

INTEGRATED RESOURCE PLANNING SOFTWARE	Years of Experience	Past Project		Documentation Provided in Proposal (indicate Section or Page Number)
		Project Name	Client	
Software Installation Services				
Design and Configuration of software specific to Client Needs				
SOPs, Flowcharts, other documentation provide to Client as part of installation and implementation services				
Annual Maintenance Services				
Consulting and Technical Services				
Database configuration, including Renewable Resources and ESS				
Long-term and Short-term Integrated Resource Planning				
Detailed Dispatching of Integrated Resource Plan				
Long-term & Short-term Unit Commitment & Economic Dispatch				
Evaluation of strategies for meeting renewable portfolio standards				
Environmental Compliance Planning				
Integration of Renewable Resources, ESS, DSM, DR, DER				
Fuel Supply Management / Fuel Consumption Forecasting				
Reliability Analysis				
Contract Evaluations				
Generation Plant Evaluation				
Rate Impact Analysis				

TABLE A.2 ECONOMIC DISPATCHING SOFTWARE

ECONOMIC DISPATCHING SOFTWARE	Years of Experience	Past Project		Documentation Provided in Proposal (indicate Section or Page Number)
		Project Name	Client	
Planning & Optimization Software Installation Services				
Design and Configuration of software specific to Client Needs				
SOPs, Flowcharts, other documentation provide to Client as part of installation and implementation services				
Annual Maintenance Services				
Consulting and Technical Services				
Database configuration, including Renewable Resources and ESS				
Long-term and Short-term Integrated Resource Planning				
Detailed Dispatching of Integrated Resource Plan				
Long-term & Short-term Unit Commitment & Economic Dispatch				
Evaluation of strategies for meeting renewable portfolio standards				
Environmental Compliance Planning				
Integration of Renewable Resources, ESS, DSM, DR, DER				
Fuel Supply Management / Fuel Consumption Forecasting				
Reliability Analysis				
Contract Evaluations				
Generation Plant Evaluation				
Rate Impact Analysis				

Please fill-up information for proposed Integrated Resource Planning Software (Table B.1) and Economic Dispatching Software (Table B.2)

Under "DETAILS", indicate "YES" if feature is available and "NO" if unavailable.

TABLE B.1 INTEGRATED RESOURCE PLANNING SOFTWARE

GPA Requirements	DETAILS	Documentation Provided in Proposal (indicate Section or Page Number)
Software Capability		
IRP for 20 to 30 year Planning Horizons		
Economic Dispatching - 15-minute timeframes or lower (i.e. 5 mins.)		
Economic Dispatching - Hourly		
Report Output includes KWH Generation Fuel Consumption		
Report Output includes Emissions		
Report Output includes Ancillary Services, Spinning Reserves, Costs		
Can include at a minimum 60 generating units, contracts, systems		
Can include Renewable Resources, ESS		
Short-Term & Long-Term Fuel Price Forecast		
Short-Term & Long-Term Load Forecast		
Reliability Analysis (Loss of Load Expectation)		
Multiple Resource Plan Comparisons, Determine Optimal Plan		
Calculate Operating Costs, Fuel Costs, Emissions Fees, FOM, VOM, etc.		
Accepts input files in XLS or other format		
Output file can be converted to XLS or other format		

TABLE B.2 ECONOMIC DISPATCHING SOFTWARE

GPA Requirements	DETAILS	Documentation Provided in Proposal (indicate Section or Page Number)
Software Capability		
IRP for 20 to 30 year Planning Horizons		
Economic Dispatching - 15-minute timeframes or lower (i.e. 5 mins.)		
Economic Dispatching - Hourly		
Report Output includes KWH Generation Fuel Consumption		
Report Output includes Emissions		
Report Output includes Ancillary Services, Spinning Reserves, Costs		
Can include at a minimum 60 generating units, contracts, systems		
Can include Renewable Resources, ESS		
Short-Term & Long-Term Fuel Price Forecast		
Short-Term & Long-Term Load Forecast		
Reliability Analysis (Loss of Load Expectation)		
Multiple Resource Plan Comparisons, Determine Optimal Plan		
Calculate Operating Costs, Fuel Costs, Emissions Fees, FOM, VOM, etc.		
Accepts input files in XLS or other format		
Output file can be converted to XLS or other format		

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 reserves the right to select one or more or none of these PROPONENTS to negotiate. If a PROPONENT is the most qualified for the scope of work of this RFP, GPA reserves the right to award the contract to this PROPONENT.

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

GPA will convene a committee of no less than three people. These people will elect a committee chairperson. Table 1 below lists the Qualification Scoring that will be used by GPA's Evaluation Committee in reviewing and scoring the proposals.

The maximum score for each item shall be "10" points, for more than adequate, highly satisfactory, very relevant materials and responses from highly qualified proponents, presented in a well-organized and properly formatted proposal.

The minimum score for each item shall be "0", if no materials or responses were provided, or if the responses or materials were irrelevant or poorly organized.

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% of the maximum score for Parts B and C are deemed acceptable.

Proposals that score between 65% and 69% inclusive, are deemed potentially acceptable.

Proposals scoring below 65% 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.

QUALIFICATION SCORING

SCORING GUIDE: Highest = 10 (Highly Qualified, Excellent Proposal and Submissions)
 Lowest = 0 (Not qualified, inadequate proposal or inadequate submissions)

PART A: Procurement and Legal Documents

ITEM	DESCRIPTION	WEIGHT	MAXIMUM RAW SCORE	EQUIVALENT SCORE (Weight X Raw)
Section 1	Articles of Incorporation, etc.	1	10	10
Section 2	Financial Information	1	10	10
Section 3	Legal Documents	*Proponent subject to disqualification if documents required under Section 3 are incorrect or incomplete. *		
MAXIMUM SCORE FOR PART A:				20

PART B: Integrated Resource Plan Software

ITEM	DESCRIPTION	WEIGHT	MAXIMUM RAW SCORE	EQUIVALENT SCORE (Weight X Raw)
Section 4				
A	Requirements	5	10	50
B	Project Approach, Project Management	3	10	30
C	Sample Inputs, Outputs, Docs	5	10	50
Section 5				
A	Experience – Installation/Implementation	5	10	50
B	Experience – Analysis	5	10	50
C	Implementation of similar projects	5	10	50
D	Providing maintenance & consulting services	5	10	50
E	Qualifications & Experience of Project Team	5	10	50
Section 6	Past Performance	3	10	30
Section 7	Software Demonstration	5	10	50
Section 8	Quality of Proposal	2	10	20
MAXIMUM SCORE FOR PART B:				480
MINIMUM SCORE TO QUALIFY FOR PART B:				336

PART C: Economic Dispatching Software

ITEM	DESCRIPTION	WEIGHT	MAXIMUM RAW SCORE	EQUIVALENT SCORE (Weight X Raw)
Section 4				
A	Requirements	5	10	50
B	Project Approach, Project Mgmt.	3	10	30
C	Sample Inputs, Outputs, Docs	5	10	50
Section 5				
A	Experience – Installation/Implementation	5	10	50
B	Experience – Analysis	5	10	50
C	Implementation of similar projects	5	10	50
D	Providing maintenance & consulting service	5	10	50
E	Qualifications & Experience of Project Team	5	10	50
Section 6	Past Performance	3	10	30
Section 7	Software Demonstration	5	10	50
Section 8	Quality of Proposal	2	10	20
MAXIMUM SCORE FOR PART C:				480
MINIMUM SCORE TO QUALIFY FOR PART C:				336

SCORE SUMMARY:

PART	DESCRIPTION	MAXIMUM SCORE	MINIMUM SCORE TO QUALIFY
A	Requirements	20	Complete legal documents
A+B	Qualification for Part B Scope	20+480 = 500	Complete legal documents+ 336 = 336
A+C	Qualification for Part C Scope	20+480 = 500	Complete legal documents+ 336 = 336
A+B+C	Qualification for All Scopes	20+480+480 = 980	Complete legal documents+ 672 = 672

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: _____

PART A: Procurement and Legal Documents

ITEM	DESCRIPTION	WEIGHT	RAW SCORE	EQUIVALENT SCORE (Weight X Raw)
Section 1	Articles of Incorporation, etc.	1		
Section 2	Financial Information	1		
Section 3	Legal Documents	Complete Submission? (Yes = Qualified, No – Disqualified)		
PART A SCORE:				

PART B: Integrated Resource Plan Software

ITEM	DESCRIPTION	WEIGHT	RAW SCORE	EQUIVALENT SCORE (Weight X Raw)
Section 4				
A	Requirements	5		
B	Project Approach, Project Mgmt	3		
C	Sample Inputs, Outputs, Docs	5		
Section 5				
A	Experience – Installation/Implementation	5		
B	Experience – Analysis	5		
C	Implementation of similar projects	5		
D	Providing maintenance & consulting services.	5		
E	Qualifications & Experience of Project Team	5		
Section 6	Past Performance	3		
Section 7	Software Demonstration	5		
Section 8	Quality of Proposal	2		
PART B SCORE:				

PART C: Economic Dispatching Software

ITEM	DESCRIPTION	WEIGHT	RAW SCORE	EQUIVALENT SCORE (Weight X Raw)
Section 4				
A	Requirements	5		
B	Project Approach, Project Mgmt.	3		
C	Sample Inputs, Outputs, Docs	5		
Section 5				
A	Experience – Installation/Implementation	5		
B	Experience – Analysis	5		
C	Implementation of similar projects	5		
D	Providing maintenance & consulting svcs	5		
E	Qualifications & Experience of Proj Team	5		
Section 6	Past Performance	3		
Section 7	Software Demonstration	5		
Section 8	Quality of Proposal	2		
PART C SCORE:				

SCORE SUMMARY:

PART	DESCRIPTION	EQUIVALENT SCORE	QUALIFY? (Yes / No)
A	Requirements		
A+B	Qualification for Part B Scope		
A+C	Qualification for Part C Scope		
A+B+C	Qualification for All Scopes		

STEP TWO COMMITTEE-WIDE EVALUATION FORM

Highest Score = 5 points
 2nd Highest = 3 points
 3rd Highest = 1 point
 Others = 0

RANKS, FOR ALL SCOPES (Score = Part A + Part B + Part C)

PROPONENT	Points Awarded per Evaluator					RANK
	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	

Evaluator Signatures

_____ Date _____ _____ Date _____
 _____ Date _____ _____ Date _____
 _____ Date _____

RANKS, FOR PART B - INTEGRATED RESOURCE PLAN SOFTWARE (Score = Part A + Part B Only)

PROPONENT	Points Awarded per Evaluator					RANK
	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	

RANKS, FOR PART C - ECONOMIC DISPATCHING SOFTWARE (Score = Part A + Part C Only)

PROPONENT	Points Awarded per Evaluator					RANK
	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	

Evaluator Signatures

_____ Date _____ _____ Date _____
 _____ Date _____ _____ Date _____
 _____ Date _____

APPENDIX A 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:

- 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:		_____

- 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 B NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

TERRITORY OF GUAM)
)ss.
HAGATNA, GUAM)

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

1. That I am the _____ of the _____.
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/OFFEROR has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with 2 Guam Administrative Rules and Regulations §3126(b).

(Declarant)

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

Notary Public _____
In and for the Territory of Guam

My commission expires: _____

APPENDIX C 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, subCONSULTANTS, 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 D ETHICAL STANDARDS AFFIDAVIT

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT
(OFFEROR)

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, subCONSULTANTS, 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, subCONSULTANT, 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 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 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 ('CONSULTANT') for the provision of a service to the government of Guam, and in such cases where the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 _____, 2019.

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

APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS

SPECIAL PROVISIONS

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

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

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2019.

Notary Public