



JOEY T. DUENAS
Chairman



JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability	Impartiality	Competence	Openness	Value
INVITATION FOR MULTI-STEP BID (IFB) NO.: GPA-094-17				
DESCRIPTION: Fiber to Fadian Project Design & Construction				

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope. Bidders are reminded to submit one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD, and/or USB Flashdrive, including all addenda, if any, at the closing date and time.

(XX) BID GUARANTEE (\$100,000.00) May be in the form of:
(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)
Reference #11 on the General Terms and Conditions

- a. Cash, Bank Draft, Cashier's Check or Certified Check
- b. Wire Transfer to Guam Power Authority. Account information shall be sent to bidders upon request.
- c. Letter of Credit or
- d. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

() STATEMENT OF QUALIFICATION;

() SAMPLES;

() BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered.)

(XX) NON-COLLUSION AFFIDAVIT;

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

Affidavits must comply with the following requirements:

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

(XX) OTHER REQUIREMENTS:

Restrictions against Sex Offenders Affidavit, Wage Determination Affidavit, No Gratuities or Kickbacks Affidavit, Ethical Standards Affidavit, together with additional requirements set forth under required forms as specified in Section 3. A Guam Business License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

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

On this _____ day of _____, 2017, I, _____
authorized representative of _____ acknowledge receipt of this
special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:

Guam Power Authority
Procurement Management Materials Supply
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Handwritten signature and date: 9/28/17
JOHN M. BENAVENTE P.E. DATE
General Manager

DATE ISSUED: 09/19/2017 MULTI-STEP
09/26/2017 BID INVITATION NO.: GPA-094-17
BID FOR: Fiber to Fadian Project Design & Construction
SPECIFICATION: See Attached
DESTINATION: See Attached
PRE-BID CONFERENCE: 9:30 A.M., September 28, 2017
CUT-OFF DATE FOR QUESTIONS: October 5, 2017
REQUIRED COMPLETION TIME: 365 Calendar Days after NTP

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION
INCORPORATED IN: _____

Technical Proposal (Unpriced) and Priced Proposal (separate sealed envelope) shall be submitted to the issuing office above no later than (Time) 4:00 P.M. Date: **October 20, 2017**. Technical Proposals (Sealed) and Priced Proposals (Sealed) after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER: _____ SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID: _____

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR: _____ SIGNATURE AND TITLE OF PERSON

INVITATION FOR MULTI-STEP BID NO.: GPA-094-17

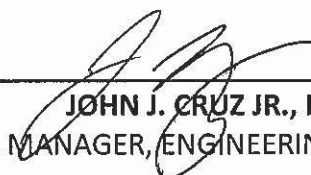
GPA PROJECT NO.: E-100268

FIBER TO FADIAN PROJECT
DESIGN AND CONSTRUCTION





JOVEN G. ACOSTA, P.E.
ENGINEERING MANAGER



JOHN J. CRUZ JR., P.E.
ASSISTANT GENERAL MANAGER, ENGINEERING AND TECHNICAL SERVICES



JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

AUGUST, 2017

GUAM POWER AUTHORITY
P.O. BOX 2977
HAGATNA, GUAM 96932

INVITATION FOR MULTI-STEP BID NO.: GPA-094-17

GPA PROJECT NO.: E-100268

**FIBER TO FADIAN PROJECT
DESIGN AND CONSTRUCTION**



**VOLUME I
COMMERCIAL TERMS AND CONDITIONS**

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**Fiber to Fadian Project Design and Construction
Volume I: Commercial Terms and Conditions**

1. Introduction

The Guam Power Authority (GPA) invites qualified Bidders to participate in a Multi-Step Bid for the Fiber to Fadian Project Design and Construction. This work is funded under GPA's 2014 Bonds.

The Technical and Price Proposals shall be submitted on or before the Cut-Off Date for Receipt of Proposals specified in Table 1: Bid Milestones. The bid evaluation shall be a two-step process. Step One will involve evaluation of the Technical Proposals, and the establishment of a Qualified Bidders List (QBL) based on acceptable submitted Technical Proposals. Step Two will involve the evaluation of Price Proposals from the Bidders identified on the QBL. Price Proposals for unqualified Bidders shall be returned, unopened, after the Technical Proposal Evaluation. GPA will perform a comprehensive evaluation of each proposal and select the Bidder with the best proposal based on the Qualitative Proposal Scoring Worksheet (Appendix L) and Bid Schedule (Appendix M). If the selected Bidder cannot proceed with the Contract, GPA may elect to go to the next best Bidder or cancel the Bid.

Table 1: Bid Milestones indicates the projected start and end dates for the milestones in the Bid Process. **GPA reserves the right to change the Bid Milestones at its sole discretion.** Bidders are encouraged to confirm with GPA any of the scheduled milestones via an official letter to GPA.

Table 1: Bid Milestones

Bid Announcement		09/19 & 09/26/17	
Pre-Bid Site Visit (If requested; shall be scheduled in batches depending on the number of Bidders)		09/28/17, 9:30 A.M.	
Vendors Submit Questions		9/19/2017	10/5/2017
Cut-Off Date for Receipt of Questions		10/5/2017	
GPA Review and Answer Questions		9/19/2017	10/12/2017
Vendors Prepare Bids		9/19/2017	10/20/2017
Cut-Off Date for Receipt of Proposals (Technical and Price Proposals)		10/20/2017 4:00 PM	
EVALUATION Step One:	Technical Proposal Evaluation	10/23/2017	10/27/2017
	Notification of Qualified Bidders	11/6/2017	
EVALUATION Step Two:	Opening of Price Proposals (Public Opening)	11/21/2017, 2:00 P.M.	
	Evaluation of Price Proposals	11/27/2017	12/1/2017
	Notification of Successful Bidder	12/11/2017 - 12/15/2017	
Contract Approval, Award & Issuance of NTP		TBD	TBD

1.1. Invitation for Bid (IFB) Document Organization

Invitation for Bid (IFB) documents are organized into four (4) separate volumes, as follows:

Fiber to Fadian Project Design and Construction
Volume I: Commercial Terms and Conditions

Volume I	—	Commercial Terms and Conditions
Volume II	—	Technical and Functional Requirements
Volume III	—	Contract
Volume IV	—	Appendices

1.2. Project Overview and Scope

GPA seeks the services of a Design/Procure/Build (DPB) “CONTRACTOR” for the design and installation of underground (buried) fiber optic cable for the following routes for the Basic Bid:

1. GPA Fadian Office to Pagat Substation
2. Latte Heights MH-16A to Route 1 and Route 26 Intersection (near Dededo KFC)
3. Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building
4. Dededo Indoor Substation to Dededo CT Substation
5. Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation
6. GWA Upper Tumon Office

This project also includes the following as an Additive Bid Option:

1. Dededo Indoor Substation to T&D Administration Building Fiber Connection
2. Talofoto Substation to Talofoto Diesel Powerplant Fiber Connection
3. Splice 24 strands of fiber in MH-25A located at the back of previous GPA Office in Harmon

GPA seeks a “turn-key” project that will be fully operational upon commissioning. The required services include compliance with all applicable local and federal laws as well as applicable local and national standards for the services rendered.

The CONTRACTOR shall design, procure equipment and materials, obtain required permitting, construct, install, interconnect, splice, test, commission and provide documentations for the fiber optic cable and associated equipment. The project shall include parts and installation warranty.

1.2.1. GPA Overview

GPA is a public utility corporation that provides electric power service throughout the entire island of Guam. GPA, in conjunction with private partners, operates and maintains power plants, 115 kV and 34.5 kV transmission lines. The transmission lines connect substations throughout the island. These substations have 13.8 kV distribution feeders with primary distribution lines. GPA follows the National Electrical Manufacturers Association (NEMA) ANSI C84 for delivery of power and imbalance.

1.2.2. Site Description

Fiber optic cable routes for the basic bid:

1. GPA Fadian Office to Pagat Substation

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Volume I: Commercial Terms and Conditions

A 96 strand single mode fiber optic cable shall be installed underground from GPA Fadian Main Office (Server Room/Computer Services) to the Pagat Substation along Route 15 (See Figure 1A, 1B, and 1C).

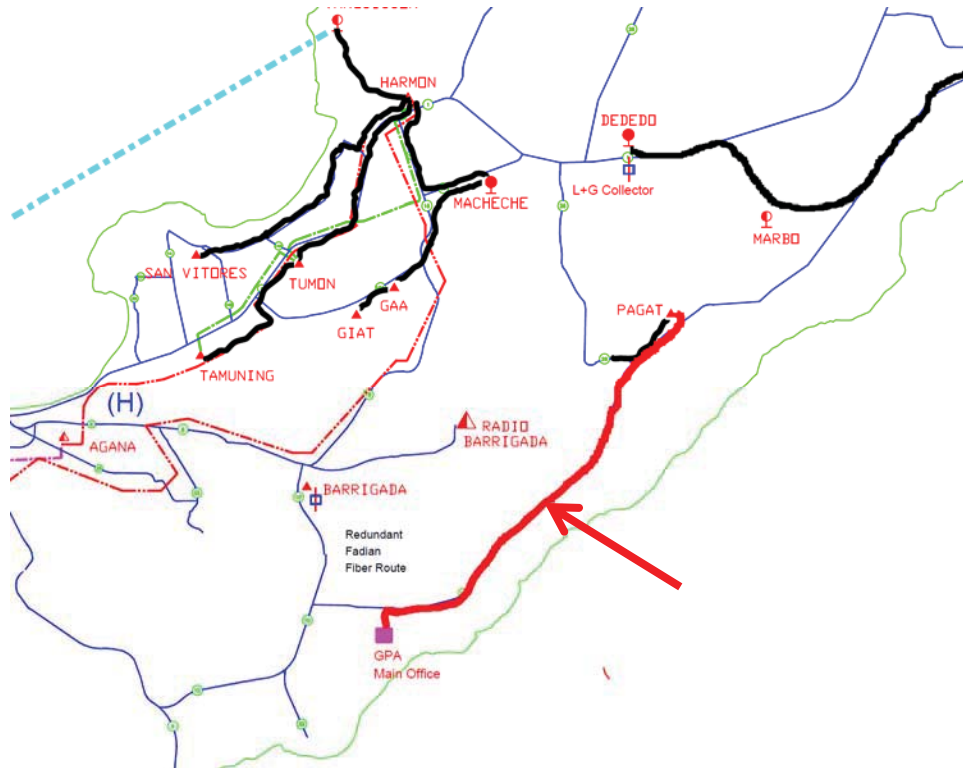


Figure 1A

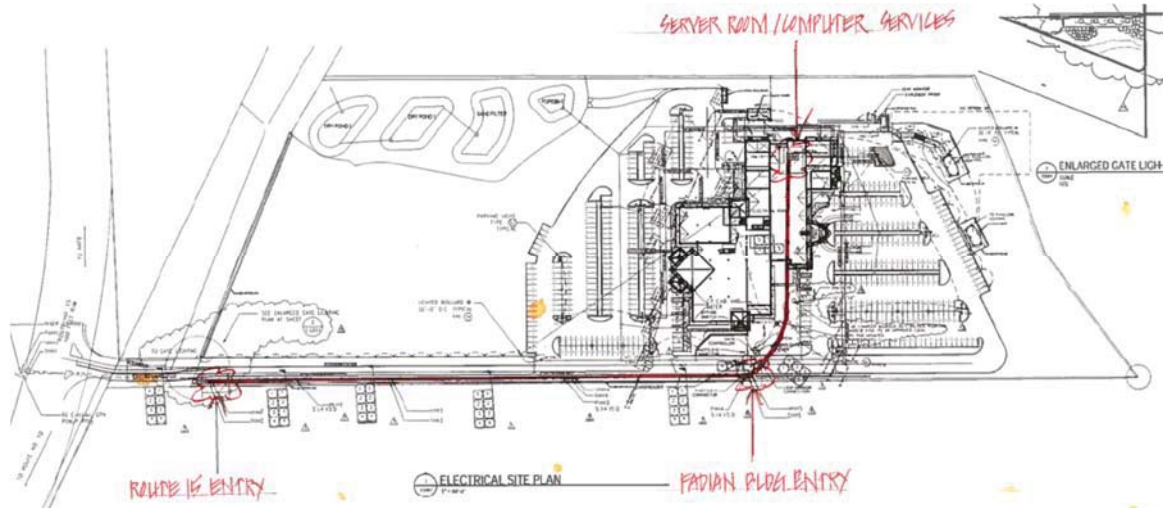


Figure 1B

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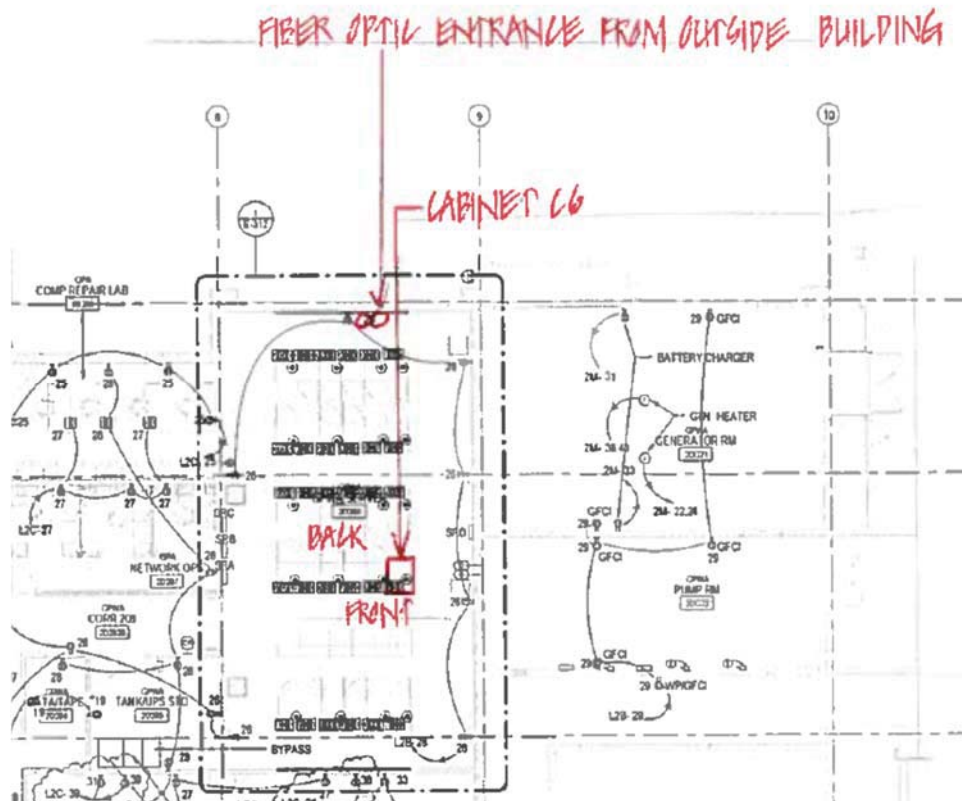


Figure 1C

2. Latte Heights MH-16A to Route 1 and Route 26 Intersection (near Dededo KFC)

A 96 strand single mode fiber optic cable shall be installed underground from Latte Heights MH-16A to the new manhole/handhole at Route 1 and Route 26 Intersection (near Dededo KFC) (Figure 2A). 96 strands of fiber shall be spliced in MH-16A at Latte Heights to connect the new fiber optic cable to the existing fiber optic cable. Additionally, three (3) splices shall be done in the new manhole/handhole at Route 1 and Route 26 Intersection (near Dededo KFC) (Figure 2B):

- A. 48 strands to connect Pagat Substation to T&D Administration Building
- B. 48 strands to connect Pagat Substation to Macheche Substation
- C. 48 strands to connect T&D Administration Building to Macheche Substation

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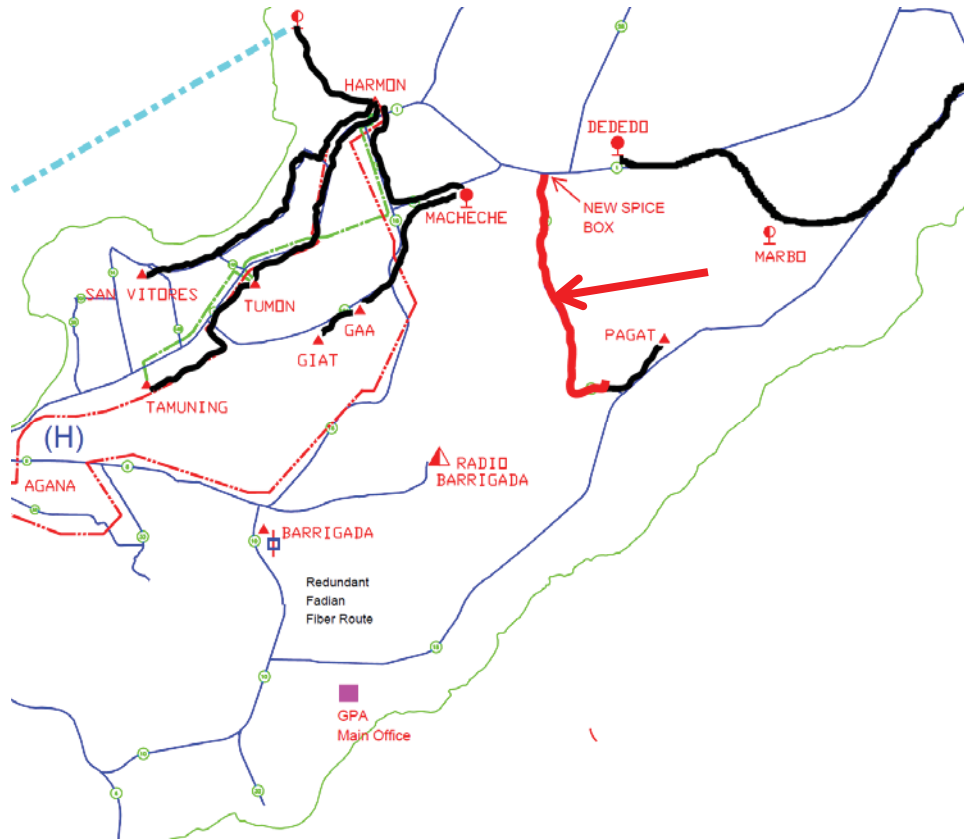


Figure 2A

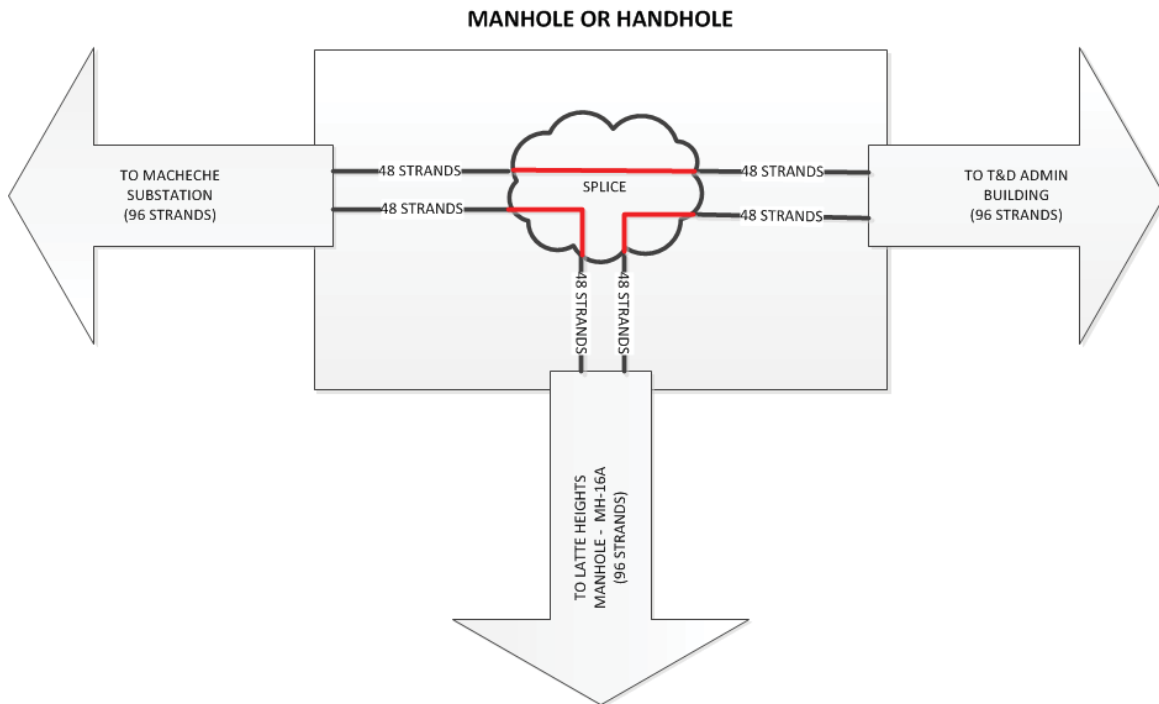


Figure 2B

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3. Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building

A 96 strand single mode fiber optic cable shall be installed underground from Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building (See Figure 3). This shall include but not limited to the installation of a manhole/handhole before entering T&D Administration Building, 60 feet of slack fiber provided inside the manhole/handhole, new 24" x 24" wall mounted equipment cabinet and closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination of fibers at T&D Administration Building.

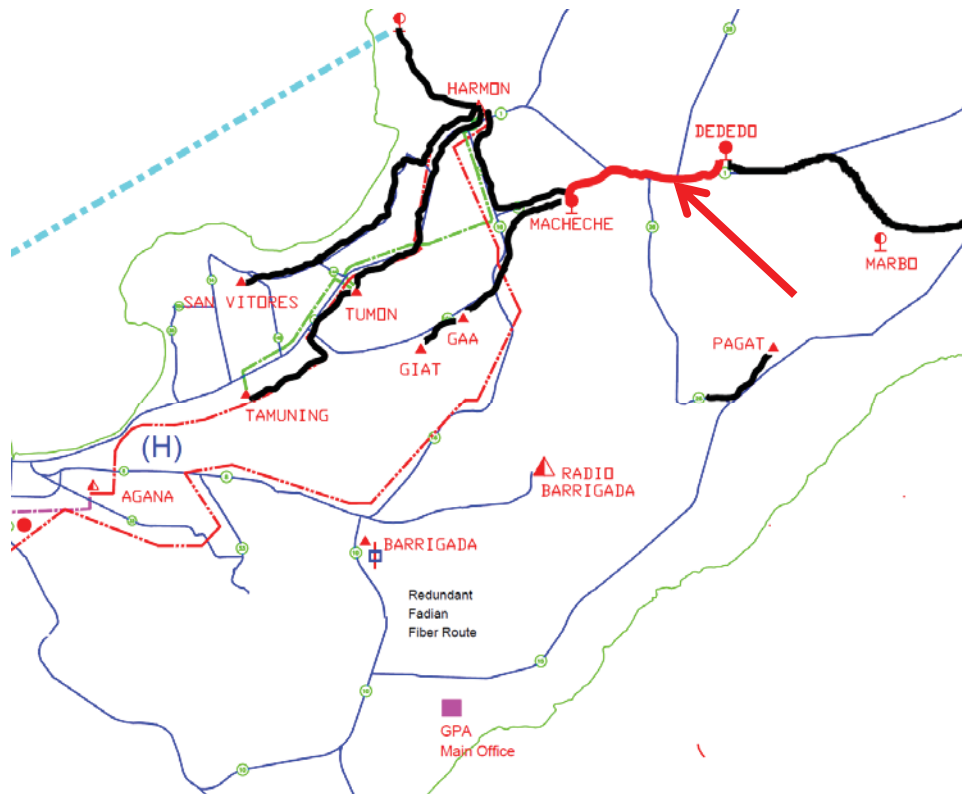


Figure 3

4. Dededo Indoor Substation to Dededo CT Substation

A 96 strand single mode fiber optic cable shall be installed underground from Dededo Indoor Substation to Dededo CT Substation (See Figure 4A and 4B).

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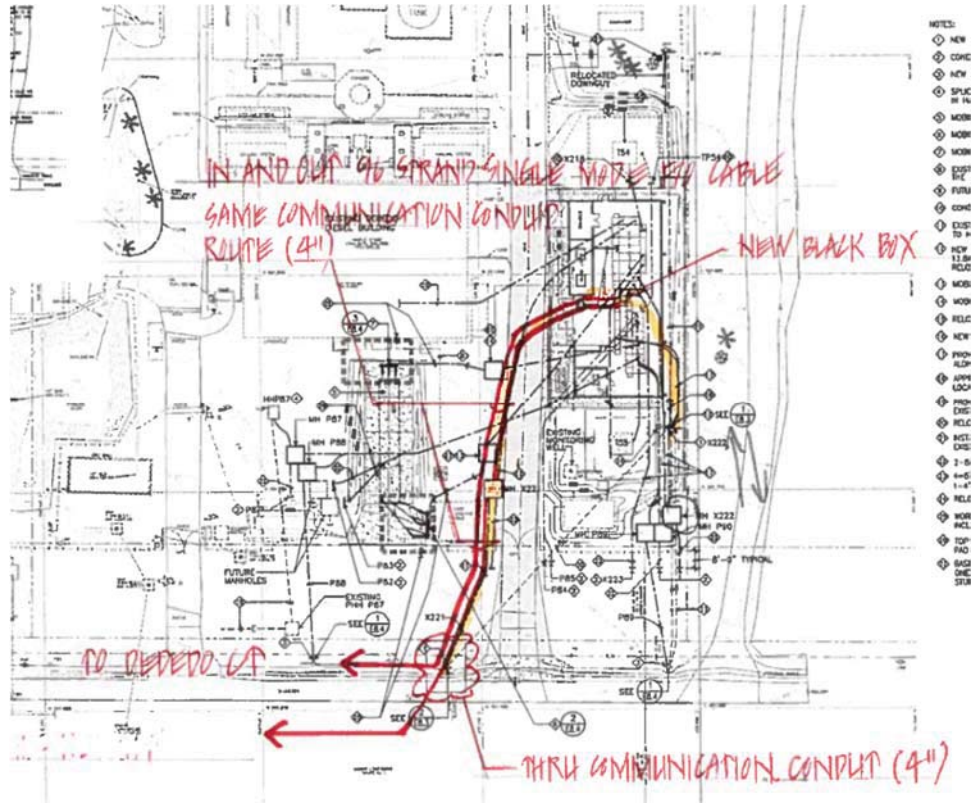


Figure 4A

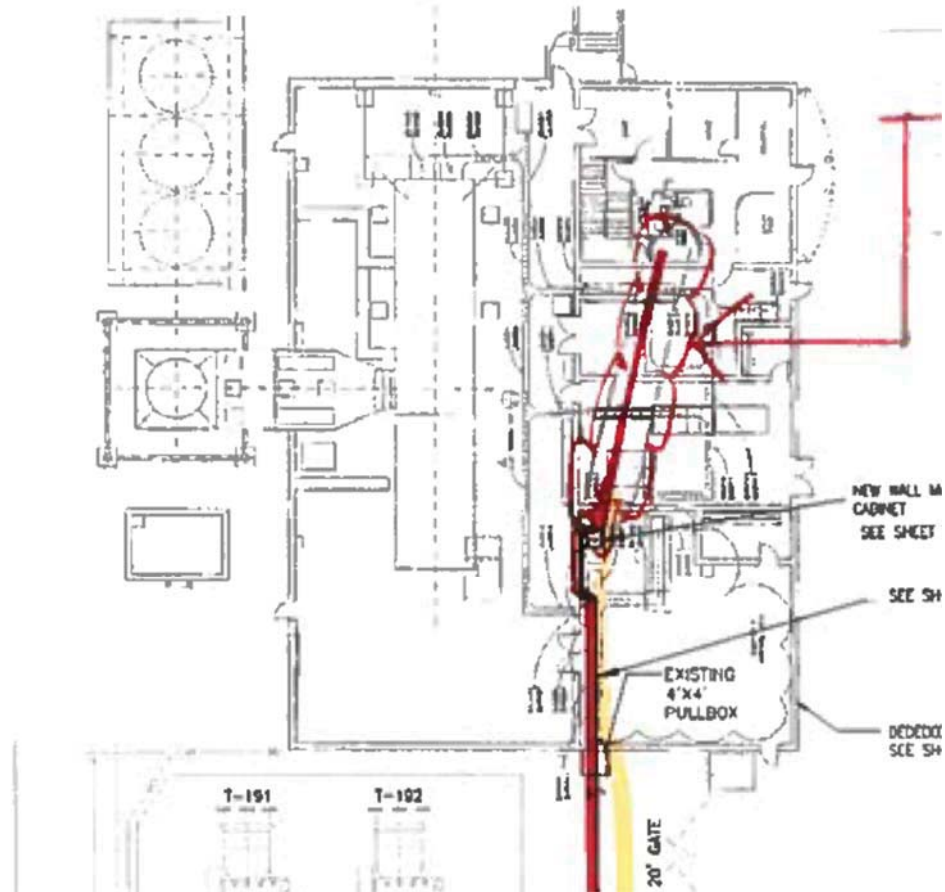


Figure 4B

5. Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation

A 96 strand single mode fiber optic cable shall be installed underground from Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation (See Figure 5).

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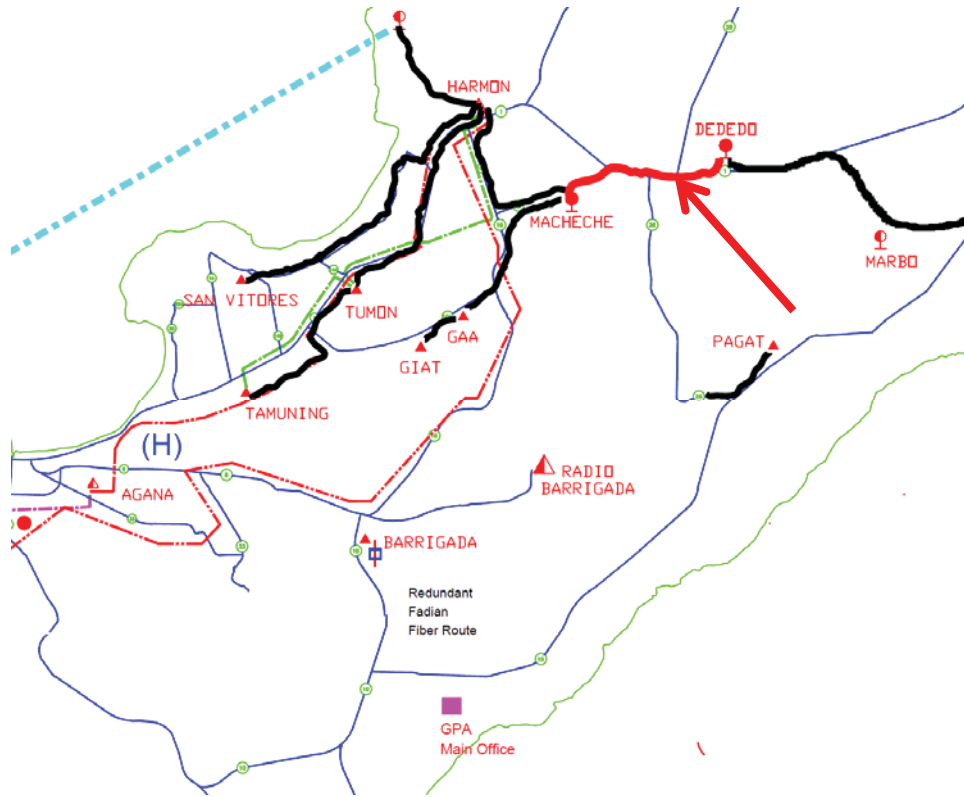


Figure 5

Fiber to Fadian Project Design and Construction
Volume I: Commercial Terms and Conditions

6. GWA Upper Tumon Office

Two (2) 96 strand single mode fiber optic cable shall be installed underground from GWA Upper Tumon Office to the MH-17A. Inside MH-17A, 96 strands from the first fiber optic cable from GWA Upper Tumon Office shall be spliced to the 96 strands connecting Harmon Substation; the 96 strands from the second fiber optic cable from GWA Upper Tumon Office shall then be spliced to the 96 strands connecting Tumon Substation.



Figure 6

Fiber optic cable routes for the additive bid:

1. Dededo Indoor Substation to T&D Administration Building Fiber Connection

The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Dededo Indoor Substation to T&D Administration Building. The fiber will go through the manhole/handhole installed on Fiber Route 3 (Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building) and 60 feet of slack fiber provided inside the manhole/handhole before entering T&D Administration Building. This shall include but not limited to the installation of closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination of fibers both at Dededo Indoor Substation and T&D Administration Building. Fiber installation method shall be underground and air-blown (Figure 1).

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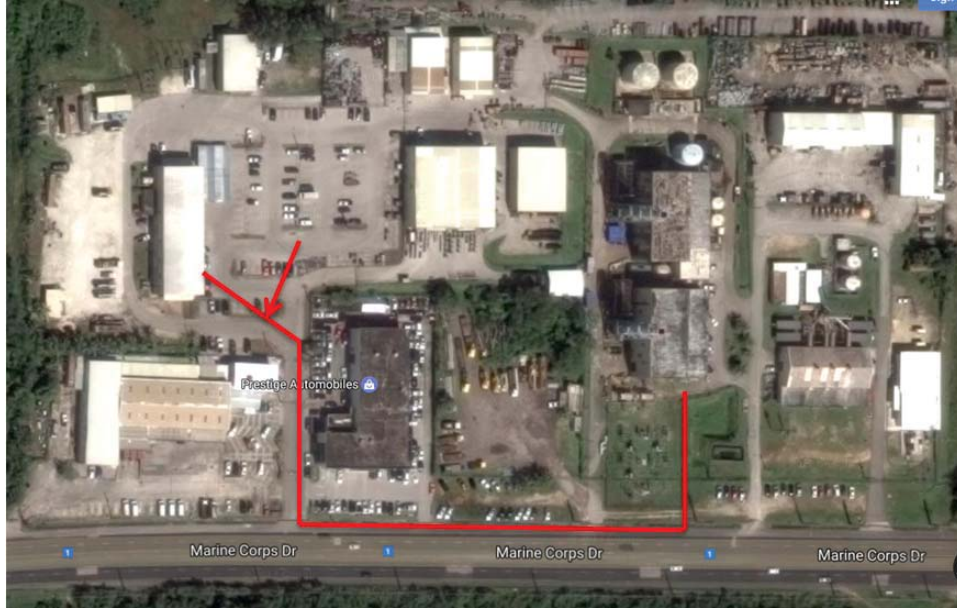


Figure 1

2. Talofoto Substation to Talofoto Diesel Powerplant Fiber Connection

The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Talofoto Substation to Talofoto Diesel Powerplant. This shall include but not limited to the installation of a new 24" x 24" wall mounted equipment cabinet, closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination fibers both at Talofoto Substation and Talofoto Diesel Powerplant. Fiber installation method shall be underground and air-blown (Figure 2).

Fiber to Fadian Project Design and Construction
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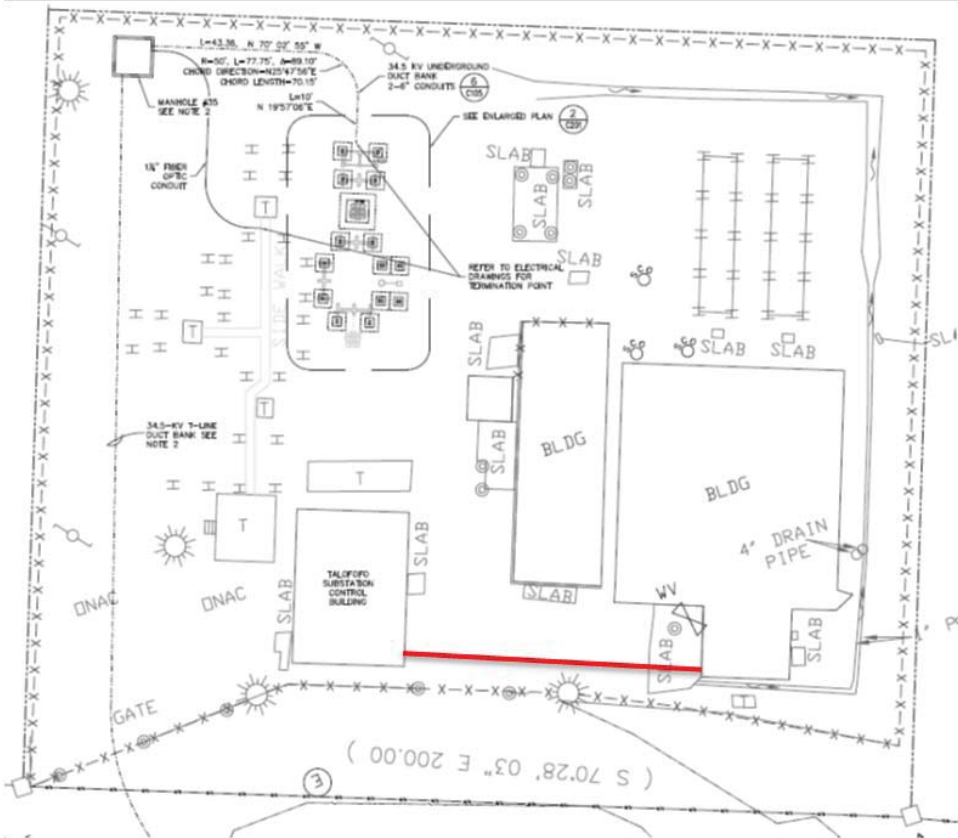


Figure 2

- 3. Splice 24 strands in MH-25A located at the back of previous GPA Office in Harmon (Figure 3)

**Fiber to Fadian Project Design and Construction
Volume I: Commercial Terms and Conditions**



Figure 3

2. Instructions to Bidders

2.1. Introduction

This is a Multi-Step Bid procurement. The **Technical and Price Proposals should both be submitted on or before the Cut-Off Date for Receipt of Proposals specified in Table 1: Bid Milestones**. In Step One, only the submitted Technical Proposals will be evaluated and determined whether Acceptable or Unacceptable. BIDDERS whose Technical Proposals are determined to be Acceptable shall qualify for Step Two. BIDDERS whose Technical Proposals are Unacceptable shall be notified, and the unopened Price Proposal packages shall be returned. In Step Two, the Price Proposals of the BIDDERS whose Technical Proposals that are determined to be Acceptable, either initially or as a result of discussions, will be considered for award.

2.2. Language and Correspondence

The official language of Guam is English. The bid and all accompanying documents shall be in English. Any prospective BIDDER desiring an explanation or interpretation of the solicitation, commercial terms, Technical Specification, etc., must make a request in writing to GPA at the address listed below, referencing the **Invitation for Multi-Step Bid No.: GPA-094-17**

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER
GUAM POWER AUTHORITY
POST OFFICE BOX 2977

Fiber to Fadian Project Design and Construction
Volume I: Commercial Terms and Conditions

HAGATNA, GUAM 96932-2977
ATTENTION: SUPPLY MANAGEMENT ADMINISTRATOR

PHONE: (671) 646-3054 / 55
FAX: (671) 648-3165

The written request may also be sent via-email by sending an electronic copy of the written request to the Procurement Officer handling the IFB. All inquiries must be received by Procurement no later than the close of business of the Cut-Off Date for Receipt of Questions specified in *Table 1: Bid Milestones*. Any information given to a prospective BIDDER concerning a solicitation will be furnished promptly to all parties recorded by Procurement as having received the Invitation for Bid as an amendment to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective BIDDERS. Oral explanations or instructions given will not be binding. In addition, Bidders may also make this request by writing to the GPA PMC Procurement Officer at: jpangelinan@gpagwa.com.

2.3. Pre-Bid Site Visit

If requested by a BIDDER, a Pre-Bid Site Visit will be scheduled before the cut-off date for receipt of proposals. All prospective BIDDERS are not required to be present at the Pre-Bid Site Visit. Attendance to the Pre-Bid Site Visit shall be at the BIDDER's own expense. BIDDERS wishing to attend may meet at the GPA Procurement Conference room at the time specified before proceeding to the project site.

2.4. Technical and Functional Requirements Examination

Before submitting their proposals, BIDDERS must familiarize themselves with the nature and extent of the work, duly noting any local conditions that may affect the work to be done and the labor, materials, and equipment required. BIDDERS are also required to carefully examine all tender documents inclusive of all technical and functional requirements and to inform themselves of all conditions and requirements for the execution of the proposed work in accordance with the laws and regulations of Guam. Ignorance on the part of BIDDERS of any part of the tender documents and Technical and Functional Requirements will in no way relieve them of the obligations and responsibilities assumed under the Contract.

2.5. Solicitation Amendment

Any amendment, modification or addendum issued by GPA, prior to the opening of the proposals, for the purpose of changing the intent of the Technical and Functional Requirements, clarifying the meaning or changing any of the provisions of this Invitation for Bid, shall be binding to the same extent as if written in the tender documents. Any addendum issued will be made available to all BIDDERS via mail, fax, e-mail or posting to the ftp site.

Announcements regarding any amendment shall also be posted at the GPA Website at http://www.guampowerauthority.com/gpa_authority/procurement/gpa_current_rfps.php. The BIDDERS shall acknowledge receipt of the amendment by a signature on one copy, which is to

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be returned to the GPA Supply Management Administrator. Acknowledgement may also be made by fax or e-mail.

2.6. Familiarity With Laws

The BIDDER shall be familiar with all Federal (U.S.) and local laws, ordinances, rules and regulations of Guam that in any manner affect the work. Ignorance of law on the part of the BIDDER will not relieve the BIDDER from responsibility.

2.7. Cost of Bidding

BIDDERS shall bear all costs associated with the preparation and submission of their proposals. GPA will not be responsible or liable for those costs, regardless of the outcome of the IFB process.

2.8. Documents Executed Outside of Guam

The Power of Attorney, Performance Bond Guarantee, and documents defining the constitution of the joint venture, consortium, company or firm, if executed outside Guam, whether required to be submitted with the proposals or after the award of the Contract, must be authenticated by a Notary Public or other official authorized to witness sworn statements.

2.9. Proposal Submittal

This section outlines the requirements for proposal submittals, including the proposal package format and content required by GPA. The BIDDERS are advised to keep a copy of all documents submitted, including the Workbooks, and test electronic copies on disk prior to submission to GPA if applicable.

2.9.1. Technical Proposal Requirements

Each BIDDER's Technical Proposal Package shall include, but is not limited to, the following:

- A. Complete printed copies of the Technical Proposal as described in Volume II, Paragraph 2.1 Technical Proposal
- B. Complete PDF copy of the Technical Proposal saved in CD or USB drive
- C. Accomplished required forms, affidavits and supplemental information described in Paragraph 3 Required Forms, Affidavits and Supplemental Information
- D. Responses and supporting information to the questions raised in the Qualitative Proposal Scoring Worksheet and Volume II: Technical Qualification Requirements
- E. Completed Last Column of Appendix L - QUALITATIVE PROPOSAL SCORING WORKSHEET

Bidders are reminded to submit one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD, and/or USB Flashdrive, including all addenda, if any, at the closing date and time. Proposal shall be submitted in a sealed package with the following information clearly marked on the outside of each side:

- (1) "TECHNICAL PROPOSAL"
- (2) "FIBER TO FADIAN PROJECT DESIGN AND CONSTRUCTION"
- (3) BIDDER's Name
- (4) Invitation for Bid Number
- (5) Closing Date and Time (Guam Standard Time)

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(6) Addressed as follows:

ATTENTION: JOHN M. BENAVENTE, P.E.
 GENERAL MANAGER
 GUAM POWER AUTHORITY
 POST OFFICE BOX 2977
 HAGATNA, GUAM 96932-2977

2.9.1.1. Responses and Supporting Information to Qualitative Questions

As part of their bid package, Bidders shall provide written responses and supporting information to answer each of the questions raised in the Qualitative Proposal Scoring Worksheet. Volume II provides more detail on information required for the Technical Qualification Proposals and Priced Proposals. The Bidders shall provide chapters/sections on the last column of the worksheet for each scoring category identified in the Qualitative Proposal Scoring Worksheet.

2.9.2. Price Proposal Requirements

The BIDDER's Price Proposal shall consist of one copy of the bid form (*Bid Schedule* in Appendix N). BIDDERS shall provide prices/costs in U.S. Dollars. Technical and Price Proposals shall be submitted on or before the Cut-Off Date for Receipt of Proposals, with the Price Proposal on a separate sealed envelope marked "PRICE PROPOSAL" and indicating the date and time of bid package remittance.

Five (5) copies of the Price Proposal shall be submitted in a separate sealed package with the following information clearly marked on the outside of each side:

- (1) "PRICE PROPOSAL"
- (2) "FIBER TO FADIAN PROJECT DESIGN AND CONSTRUCTION"
- (3) BIDDER's Name
- (4) Invitation for Bid Number
- (5) Closing Date and Time (Guam Standard Time)
- (6) Addressed as follows:

ATTENTION: JOHN M. BENAVENTE, P.E.
 GENERAL MANAGER
 GUAM POWER AUTHORITY
 POST OFFICE BOX 2977
 HAGATNA, GUAM 96932-2977

2.9.3. Non-Repudiation Issues

GPA has structured both its Manual and Electronic IFB submittal procedures to ensure non-repudiation of the submitted proposals. In this IFB, non-repudiation is strong and substantial evidence of the identity of the sender and owner of the proposal and of proposal's integrity in so far as it being unaltered from its original sent state, sufficient to prevent a party from successfully denying the origin, submission or delivery of the proposal and the integrity of its contents. Non-repudiation applies to both parties to this IFB transaction. It binds the sender as well as precludes

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the recipient from denying the exchange of information and material upon the receipt of secure acknowledgement from the recipient.

GPA and the BIDDER shall manage the Manual IFB Submittal Process to address non-repudiation, security and confidentiality inclusive but not limited to the following:

- A. Manually executed signatures and printed media documents
- B. Chain of custody receipts
- C. Manual time-stamps for receipt of IFB materials
- D. Machine generated Fax confirmation reports
- E. Secure notification e-mail
- F. Physical delivery of printed material proposals
- G. Physically secured area storage of IFB materials

2.9.4. Signature of Bidder

A duly authorized person must sign the BIDDER's proposals. All names shall be typed or printed below the signature. A proposal submitted by a corporation must bear the seal of the corporation, be attested to by its Secretary, and be accompanied by necessary Power-of-Attorney documentation.

Associated companies or joint ventures shall jointly designate one Power-of-Attorney person authorized to obligate all the companies of the association or joint venture. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a Notary Public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. BIDDERS are advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound.

Wherever a legal signature is required, receipt of an electronic signature will suffice to meet the submittal deadline for those electing to use the Electronic Proposal Submittal process. The original signed documents must be reproduced electronically and be placed in the submitted compressed archive file. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date. In addition, GPA will accept an electronic scanned copy of Notarized documents with the compressed archive submitted will suffice to meet the proposal deadline. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date.

2.9.5. Cut-Off Date for Receipt of Proposals

The Technical and Price Proposals have to be submitted on or before the GPA Cut-Off Date for Receipt of Proposals specified in *Table 1: Bid Milestones*.

Price Proposals shall be returned, unopened, to the BIDDERS whose Technical Proposals are deemed Not Acceptable.

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2.9.6. Receipt and Handling of Proposals

Upon receipt, each proposal submittal package will be time-stamped. The only acceptable evidence to establish the time of receipt at GPA is the date/time stamp of GPA's Procurement Office on the wrapper or other documentary evidence of receipt maintained by GPA. Proposals will be stored in a secure place until the date and time set for proposal opening.

GPA Procurement personnel and the BIDDERS must ensure that the outside of the sealed package is stamped received using the GPA Procurement Stamp. In addition, GPA Procurement personnel must officially log the time and date that the BIDDER's sealed proposal package has been received. GPA makes no warranties on these submittal processes, manual or electronic.

2.9.7. Proposal Changes During Bid Process

Changes may be made by the BIDDER to the Technical Proposal and Price Proposal prior to the Cut-Off Date. The proposals, including corrections or changes made, must be re-submitted on or before the Cut-Off Date.

2.10. Step One Procedures

2.10.1. Evaluation of Technical Proposals

After the close of the proposal submission date, the GPA Evaluation Committee shall evaluate the Technical Proposals. Each of the responses and supporting information shall be evaluated and scored, in accordance with the scoring methodology described in the *Qualitative Proposal Scoring Worksheet* in Appendix L.

2.10.2. Evaluation Criteria and Scoring of Technical Proposals

In determining the most qualified BIDDER, GPA shall be guided by the following:

- A. The ability, capacity and skill of the BIDDER to perform the work specified.
- B. Whether the BIDDER can perform promptly or within the specified time.
- C. The BIDDERS approach or plan for the required work. A preliminary schedule must be provided with the plan.
- D. The quality of performance of the BIDDER with regard to awards of similar scope previously made to him.
- E. The previous and existing compliance by the BIDDERS with laws and regulations relative to procurement.

The *Qualitative Proposal Scoring Worksheet* in Appendix L lists the evaluation criteria and preliminary scoring. GPA will convene an Evaluation Committee of no less than three (3) people whom will elect a committee chairperson. Each committee member will score each BIDDER'S proposal using the *Qualitative Proposal Scoring Worksheet*. Proposals that score greater than or equal to 80 points are deemed acceptable. Proposals that score between 75 and 79 percent, inclusive, are deemed potentially acceptable. Proposals scoring below 75 percent are deemed unacceptable.

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If the committee determines that a proposal is not acceptable, then that proposal cannot be evaluated in Step Two. If the committee determines that a proposal is potentially acceptable, then that proposal cannot be evaluated in step Two unless the committee finds less than two acceptable proposals. No unacceptable proposals will be scored beyond Step One.

At the conclusion of the Step One evaluation, GPA shall establish a Qualified Bidders List (QBL), and the Procurement Officer or his designee may initiate Step Two if there are sufficient acceptable Technical Proposals to assure effective price competition in the second phase without technical discussions. If the Procurement Officer or his designee finds that such is not the case, the Procurement Officer shall issue an amendment to this Invitation for Bid or engage in technical discussions with BIDDERS as set forth below.

2.10.3. Discussion of Proposals

The Procurement Officer or his designee may conduct discussions with any BIDDER who submits an acceptable or potentially acceptable Technical Proposal. During the course of such discussions, the Procurement Officer or his designee shall not disclose any information derived from one Technical Proposal to any other BIDDER.

GPA may conduct discussions with any BIDDER to determine such BIDDER's qualifications for further consideration and explore with the BIDDER the scope and nature of the required services, method of performance and the relative utility of alternative methods of approach. During the course of such discussions, the Procurement Officer shall not disclose any information derived from a technical proposal to any other BIDDER.

Each BIDDER is requested not to contact GPA on any matter relating to its proposal, from the time of submission of the proposals to the time the Contract is awarded, except to respond to inquiries by GPA.

2.10.4. Notice of Unacceptable Proposal

A notice of unacceptability will be forwarded to the unqualified BIDDER upon completion of the Technical Proposal evaluation and final determination of unacceptability. When the Procurement Officer or his designee determines a BIDDER's Technical Proposal to be unacceptable, such BIDDER shall not be afforded an additional opportunity to supplement its technical proposal.

2.11. Step Two Procedures

Upon completion of evaluation of the Technical Proposals, qualified BIDDERS will be notified and GPA will proceed with Step Two of the Multi-Step Bid. GPA shall return the Price Proposal Packages submitted by BIDDERS whose Technical Proposals did not qualify for Step Two.

2.11.1. Opening of Price Proposals

Each selected BIDDER from the Qualified Bidders List will be notified of the Price Proposal Opening date, which is specified in *Table 1: Bid Milestones*. BIDDERS may be present during the Bid Opening.

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2.11.2. Proposal Changes During Bid Process

No changes may be made between Notification of Qualified Bidders and Price Proposal Opening date (specified in Table 1: Bid Milestones).

2.11.3. Proposal Validity

All price/cost data submitted with the BIDDER's proposal shall remain firm and open for acceptance for a period of not less than six (6) months after the Price Proposal Opening Date and thereafter shall be subject to renewal by mutual agreement between the BIDDER and GPA. BIDDER shall state the actual date of expiration in their proposal.

2.11.4. Preliminary Examination of Price Proposals

GPA will examine the Price Proposals on the opening date to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Price Proposals are generally in order.

Arithmetical errors will be rectified on the following basis:

- A. If there is a discrepancy between the unit price and the total price, including any discounts, that is obtained by multiplying the unit priced and quantity, the unit price shall prevail and the total price shall be corrected.
- B. If the BIDDER does not accept the correction of the error, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail

2.12. Award of Contract

The Contract will be awarded to the BIDDER evaluated as being qualified, with the lowest total Priced Proposal either for the basic bid or both the basic bid and any combination of the additive bid.

The successful BIDDER will be notified by GPA through official written correspondence of the intent to award the Contract (Notice of Intent to Award). The written correspondence may be sent by GPA via official letter, e-mail and fax.

The BIDDER will be required to send to Guam, within fourteen (14) days of the date of receipt of such notice, a representative or representatives with proper Power-of-Attorney for the purpose of executing a Contract with such alterations or additions thereto as may be required to adopt such Contract to the circumstances of the proposal. The successful BIDDER shall provide the required Performance Bond within fourteen (14) working days of receipt of the GPA Notice of Intent to Award.

Failure on the part of the successful BIDDER to provide a Performance Bond and/or to enter into a Contract with GPA shall be sufficient grounds for the annulment of the award. GPA may determine the BIDDER to be non-responsive to the bid, and may proceed with sending a Notice of Intent to Award to the next most qualified BIDDER.

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2.13. Bid and Performance Bond Requirements

2.13.1. Bid Bond Form and Amount

A bid bond for an amount of \$100,000.00 (USD) is required and may be in the following form:

- A. Cash, Bank Draft or Certified Check made payable to the Guam Power Authority;
- B. By wire transfer to Guam Power Authority. Account information shall be sent to the BIDDERS upon request;
- C. Letter of Credit;
- D. Surety Bond – valid if accompanied by:
 - a. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation;
 - b. Power of Attorney issued by the Surety to the Resident General Agent; and
 - c. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds submitted as Bid Guarantee without signatures and supporting documents are invalid and bids will be rejected. If a BIDDER desires to submit a Bid Bond with an acceptable bonding company, the BIDDER must submit original copies of Appendix I.

2.13.2. Performance Bond Form, Amount and Duration

The required Performance Bond shall be in the form as prescribed in Appendix B. If the CONTRACTOR is declared by GPA to be in default under the CONTRACT, GPA may exercise any or all rights and remedies it possesses under the provisions of the Performance Bond.

2.13.3. Performance Bond Execution by a Guam Licensed Surety Company

The CONTRACTOR shall provide a Performance Bond executed by a surety company licensed to do business on Guam. A list of surety companies licensed to do business on Guam is provided in Appendix C.

2.14. General Proposal Guidelines and Requirements

2.14.1. Amendments to the Bid Documents

GPA may elect to change the IFB documents in whole or part. GPA shall send all Amendments to the IFB documents via fax and/or e-mail. In addition, GPA will make all Amendments available on the internet at

http://www.guampowerauthority.com/gpa_authority/procurement/gpa_current_rfps.php

2.14.2. Proprietary Data

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For the purposes of this solicitation and submitted proposals, the laws, rules and regulations of Guam governing confidentiality shall govern. BIDDERS may designate those portions of the proposal that contain trade secrets or other proprietary data that are to remain confidential.

The Procurement Officer or his designee shall examine the proposals to determine the validity of any request for nondisclosure of trade secrets and other proprietary data identified in writing. If the BIDDER and GPA do not agree as to the disclosure of data, the Procurement Officer or his designee shall inform the BIDDER in writing and in e-mail within five working days of the closing date for proposal submittal what portions of the proposal will be disclosed and that, unless the BIDDER protests under the Conditions of Contract Disputes clause the information will be so disclosed. The proposal shall be opened to public inspection subject to any continuing prohibition of the disclosure of confidential data.

2.14.3. Acceptance of Proposals

GPA reserves the right to reject any or all proposals and to waive minor informalities if it appears in GPA's best interest to do so. Any effort by a BIDDER to influence GPA in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal. Once GPA has arrived at a decision regarding the award of the Contract, it will notify promptly the successful BIDDER through official written correspondence, and shall include information advising the BIDDERS of the timing of the bid milestones such as Contract Finalization, Awarding and Mobilization. Potential Bid Awardees shall await this notification from GPA prior to commencement of any Contract Terms Finalization.

2.14.4. Solicitation Cancellation or Delay

GPA reserves the right to delay award or to cancel the Invitation for Bid, or to reject all proposals or any individual proposal in whole or in part, at any time prior to the final award. When a bid is canceled or rejected prior to final award, notice of cancellation or rejection shall be sent to all BIDDERS and all proposal materials will be promptly returned. The reasons for cancellation or rejection shall be made a part of the procurement file that is available for public inspection.

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

- A. The supplies and services being provided are no longer required
- B. The solicitation did not provide consideration of other factors of significance to GPA
- C. All otherwise acceptable proposals received have clearly unreasonable price/cost data
- D. There is reason to believe that the proposals may not have been independently arrived at in open competition, may have been collusive and may have been submitted in bad faith

Any individual proposal may be rejected in whole or in part when in the best interest of GPA.

2.14.5. False Statements In Proposal

BIDDERS must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in any proposal or bid is prescribed in 18

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U.S.C. 1001 and Title 9, Guam Code Annotated. Note, by use of a digital signature to sign the proposal, the BIDDER agrees that this act legally binds the BIDDER to his proposal.

3. Required Forms, Affidavits and Supplemental Information

GPA shall automatically disqualify any proposal submitted without the required forms, affidavits, and supplementary information listed below:

- A. A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws
- B. Certificate of Good Standing to conduct business in jurisdiction of residence
- C. Information regarding outstanding claims against the BIDDER, if any
- D. Accomplished forms, affidavits and supplemental information defined in Volume IV
- E. A current Guam Business License. Although it is not required in order to provide a Bid for this engagement, obtaining a Guam Business License is a pre-condition for entering into a Contract with the Authority

4. Conditions of Contract

4.1. Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

"\$"

The term "\$" refers to currency in U.S. dollars.

"Approved"

The word "Approved," when applied by ENGINEER to CONTRACTOR's drawings or documents, shall mean that the drawings or documents are satisfactory from the standpoint of interfacing with GPA-furnished components, and/or that ENGINEER has not observed any statement or feature that appears to deviate from the Specification's requirements.

"Approved As Revised"

The words "Approved As Revised," when applied by ENGINEER to CONTRACTOR's drawings or documents shall mean that the drawings or documents are approved as defined above, except that the corrections shown are required for the proper interfacing with GPA-furnished components or are necessary to be in conformance with the Specification's requirements.

"Change Order"

A written instrument to CONTRACTOR signed by GPA authorizing an addition, deletion, or revision in the goods or Special Services, or an adjustment in the purchase order price or the delivery time, issued after the effective date of the Contract Agreement.

"Contract"

The term "Contract" means the GWA Upper Tumon Office Fiber Project Design and Construction Contract executed as a result of this Multi-Step Bid.

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“Contract Agreement (Agreement)”

The written agreement between GPA and CONTRACTOR covering the furnishing of the Goods, Special Services, and other services in connection therewith evidencing what is contemplated and agreed to between the parties including any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

“Contract Documents”

The Contract Agreement, Bonds (where required), these general conditions, these Conditions of Contract, any Supplementary Conditions, the Specifications, the Drawings and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

“Contracting Officer”

The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

“CONTRACTOR”

The CONTRACTOR with whom GPA has entered into the Contract Agreement.

“Day”

A calendar day of twenty-four (24) hours measured from midnight to the next midnight

“Defective”

An adjective which when modifying the words Goods or Special Services refers to Goods or Special Services which are unsatisfactory, faulty, deficient, do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

“Delivery Time”

The total number of days or the dates stated in the Contract Agreement for furnishing the Goods and/or Special Services

“Drawings”

Drawings are all official drawings approved by the ENGINEER and showing the character and scope of the Goods to be furnished.

“Effective Date of the Contract Agreement”

The date indicated in the Contract Agreement on which it becomes effective, or if no such date is indicated, the date by which the Contract Agreement is signed by both parties.

“ENGINEER”

Wherever the words "ENGINEER" or "ENGINEERS" appear in the CONTRACT Documents, it shall mean GPA's engineer duly appointed as "ENGINEER". GPA shall assign several ENGINEERS as required to cover specialized areas of expertise.

“ENGINEER's Instructions”

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Written instructions issued by ENGINEER which clarify or interpret the CONTRACT Documents or order minor changes or alterations in the Goods or Special Services to be furnished but which do not involve a change in the Purchase Price or the Delivery Time.

“Forms Enclosed”

The copies of the Formal Contract and Bid Bond, enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

“General Manager”

The General Manager is the Chief Executive Officer of GPA. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of GPA.

“Goods”

All property required to be furnished by CONTRACTOR under the procurement documents.

“Modification”

A written amendment of the Contract Agreement signed by both parties, or Change Order, or ENGINEER's Instructions.

“Notice”

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.

“OWNER”

The term "Owner", "GPA" or "Authority" as used herein means the Guam Power Authority, and shall include the Governor of Guam, and/or his authorized representatives.

“Point of Delivery”

The place at which property in the goods shall pass to GPA shall be CIF landed at job-site, Guam, unloaded.

“Procurement Officer”

The General Manager of GPA or the General Manager's designee.

“Project”

The plant, facilities, or works the Goods and Services are to be used for or incorporated into.

“PURCHASER”

The Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

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“Seller”

The CONTRACTOR.

“Site”

The Site is the area where the Project is to be constructed or executed.

“Special Services”

Services to be furnished by the CONTRACTOR as required by the Contract Agreement.

“Territory”

The Territory of Guam.

4.2. Scope of the Contract Agreement

Each party to the Contract Agreement acknowledges that no representation, promises or agreement, orally or otherwise, has been made by any party or anyone acting on behalf of any party and that no other agreement not contained in the Contract Agreement shall be valid or binding. Any modification of the Contract Agreement will be effective only if in writing, and mutually agreed to and signed by both parties. For purposes of the Contract Agreement, both the signature of the General Manager and the Chairman of the Consolidated Commission on Utilities (CCU) are the only signatures that will effectively bind GPA to the Contract Agreement.

4.3. Indemnity

CONTRACTOR shall indemnify and hold GPA and ENGINEER harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense, or fee of legal counsel arising out of or in connection with the Goods or Special Services provided by the CONTRACTOR.

4.4. Accounting

For accounting purposes and for use in establishing property records, GPA may require CONTRACTOR to provide a reasonable price breakdown of the total price into separate prices applying to the individual items supplied under the Contract Agreement.

Where the Contract Agreement covers the reimbursement of the traveling or living expenses of the CONTRACTOR’s employees or agents, the CONTRACTOR agrees to furnish complete itemization and breakdowns of such expenses when requested by GPA.

In the event of any changes to or termination of the Contract Agreement, or the furnishing of goods or services on a labor hour or a cost reimbursable basis, CONTRACTOR shall supply information in such detail as may be reasonably required by GPA to support all applicable charges. GPA, or an independent auditor designated by GPA, shall have the right to audit, during normal working hours, CONTRACTOR’s accounts and records relating to such charges. The expense of such audit will be borne by GPA.

4.5. Waiver of Claims

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The making and acceptance of final payment will constitute:

- A. A waiver of all claims by GPA against CONTRACTOR, except claims arising from unsettled liens, claims relative to defective Goods or Special Services appearing after final payment, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; nor will final payment constitute a waiver by GPA of any rights in respect of CONTRACTOR's continuing obligations under the Procurement Documents; and
- B. A waiver of all claims by CONTRACTOR against GPA other than those previously made in writing and still unsettled.

4.6. Supervision and Coordination by Contractor

CONTRACTOR shall competently and efficiently manage, supervise, and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the Goods and furnish any required Special Services.

CONTRACTOR shall designate, in writing to GPA, a person with authority to act on behalf of CONTRACTOR with respect to CONTRACTOR's obligations under the CONTRACT Documents, and all communications given to or received from that person will be binding on CONTRACTOR.

CONTRACTOR shall coordinate with Engineer all works relating to the production of goods, furnishing of special services, and all other operations required delivering goods and furnishing the required Special Services. Engineer shall then provide access to the GPA's site and facilities (where required) and "tag-in" and "tag-out" for the performance of work.

CONTRACTOR shall perform all such activities as an independent contractor and not as an agent of GPA. When others furnish materials and equipment for assembly by the CONTRACTOR, CONTRACTOR shall receive, unload, store, and handle it and become responsible therefore as though CONTRACTOR was furnishing such materials and/or equipment under the Contract Agreement.

4.7. Communication Means

CONTRACTOR shall provide Engineer a means of communication to be used during the duration of the project.

4.8. Substitutions

If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof certifying that the proposed substitute will perform adequately the function as called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's warranty or timely delivery of the Goods, whether or not acceptance of the substitute will require a change in any of the Contract Documents to adapt the design to the substitute and whether or not incorporation or use of the

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substitute in connection with the production of the Goods is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense such additional data about the proposed substitute as is required by ENGINEER. GPA may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

4.9. Documentation and Drawings

GPA shall have the right to reproduce any and all drawing, prints, or other data or documents received from CONTRACTOR.

The Contract Agreement will not be deemed satisfactorily completed until all requirements have been complied with including, but not limited to, proper material documentation, final drawings and reproductions, and other requirements stated in the Contract Documents. GPA may withhold final payment hereunder, pending completion of all such requirements by the CONTRACTOR.

At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the drawings or documents may have from the requirements of the Specification or Contract Documents. CONTRACTOR shall also direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's submission of any drawing or document bearing CONTRACTOR's approval shall constitute a representation to GPA and ENGINEER that CONTRACTOR assumes full responsibility for having determined and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that CONTRACTOR has reviewed or coordinated each drawing or document with the requirements of the Contract Documents.

ENGINEER's review and approval of CONTRACTOR's drawings or documents will be only for conformance with the design concept of the Goods and for compliance with the information given in the Contract Documents. Such review and approval will not extend to design data reflected in drawings or documents that is peculiarly within the special expertise of CONTRACTOR or any party dealing directly with CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER when drawings or documents are marked "Approved As Revised" and shall return the required number of corrected copies.

GPA and/or ENGINEER shall have the right to reproduce any and all drawing, prints, or other data or documents received from CONTRACTOR that are considered necessary for engineering, construction, or other purposes, despite any notice to the contrary appearing on the item. When a drawing or document approval is required by the Specifications, CONTRACTOR shall not commence production of any part of the Goods affected thereby until such drawing or document has been reviewed and approved by ENGINEER.

ENGINEER's review and approval of CONTRACTOR's drawings or documents will not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of

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submission and ENGINEER has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the drawings or documents submitted.

4.10. Continuing Performance

CONTRACTOR shall continue its performance under the Contract Agreement during all claims, disputes, or disagreements with GPA. Production of Goods will not be delayed or the timely delivery of Goods or furnishing of Special Services be prejudiced, delayed, or postponed pending resolution of any claims, disputes, or disagreements, except as CONTRACTOR and GPA may otherwise agree in writing.

4.11. Access to Facility

GPA shall provide representatives of CONTRACTOR, safe access to the Site as is necessary for the performance of their functions and in connection with the Contract Documents.

4.12. Expediting

CONTRACTOR shall expedite delivery of the Goods and any related work of subcontractors. When requested or required by the Contract Documents, CONTRACTOR shall also provide GPA with an itemized schedule for engineering, outsourcing, fabrication, and shipping, which shall be followed by expediting reports including status of deliveries of materials and/or equipment purchased from subcontractors, if any, each month during its performance under the Contract Agreement. If CONTRACTOR encounters delay in obtaining materials, or foresees any delay in its own manufacturing works, CONTRACTOR shall immediately inform GPA of such situation.

GPA and/or its designee shall be allowed reasonable access to CONTRACTOR's and its subcontractor's works for the purpose of expediting project progress.

Any expediting done by GPA shall not relieve CONTRACTOR from its obligations as to the Delivery Time specified in the Contract Agreement.

4.13. Compliance with Law

CONTRACTOR shall comply, and secure compliance by its subcontractors, with all applicable laws or regulations in connection with the Goods and services furnished hereunder. This includes the securing of any business or other licensing, certifications, or permits required. If CONTRACTOR discovers any variance between the provisions of applicable laws and regulations and the drawings, Specifications, and other technical data furnished by GPA, CONTRACTOR shall promptly notify GPA in writing thereof and obtain necessary changes from GPA before proceeding with the work affected thereby.

4.14. Changes

4.14.1. Change Order

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By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of the Contract Agreement in any one or more of the following:

- A. Drawings, designs, or Specifications, if the supplies to be furnished are to be specially manufactured for GPA in accordance therewith
- B. Method of shipment or packing
- C. Place of delivery

4.14.2. Time Period for Claim

Within 30 days after receipt of a written change order under **Paragraph 4.14.1 Change Order**, unless the Procurement Officer extends such period in writing or e-mail, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless GPA is prejudiced by the delay in notification.

4.14.3. Claims Barred After Final Payment

No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment or completion of the work under the Contract Agreement.

4.14.4. Other Claims Not Barred

In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim arising under the Contract Agreement if pursued in accordance with the clause entitled, "Claims Based on the General Officer's Actions or Omissions, - Notice of Claim", or for breach of contract.

4.15. Contract Price

The Contract Price constitutes the total consideration to be paid by GPA to CONTRACTOR for the complete delivery of all Contract Items, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Contract Agreement. The Price or Cost for each Contract Item under this Agreement shall remain fixed during the term of this Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price. Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price. Only a formal Change Order request, accepted by GPA, may change the Contract Price. CONTRACTOR shall make any claim for an increase in the Contract Price in advance of performance of any such changes. However, GPA reserves the right to challenge or refute such claims.

4.16. Price Adjustment

4.16.1. Price Adjustment Methods

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Any adjustment in Contract Price within the parameters of the Contract Agreement shall be made in one or more of the following ways:

- A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable
- B. By unit prices specified in the Contract Agreement or subsequently agreed upon
- C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract Agreement or subsequently agreed upon
- D. In such other manner as the parties may mutually agree
- E. In the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement

4.16.2. Submission of Cost or Pricing Data

The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations.

4.17. Payment Milestones and Schedule

Payment milestones have been selected to clearly identify the actual status of the portion of the Work completed rather than anticipated project progress schedules. Payments will be based on actual completion of each milestone event, where applicable, and not on the scheduled completion date. When a change in the Contract Agreement is approved, the total Contract Price will be altered to the new total, and the remaining milestone payments will be adjusted.

Milestones shall not be scheduled more frequently than once every month. GPA will not approve a milestone payment until all preceding milestones have been approved. GPA will make payments within thirty (30) days from receipt and approval of the invoice for the completed milestone. In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract.

4.18. Force Majeure

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

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

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Should the circumstances of *Force Majeure* continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole Contract Agreement or any part thereof in accordance with **Paragraph 4.23**. Any delay or failure in performing the obligations under the Contract Documents of the parties hereto shall not constitute default under the Contract Agreement or give rise to any claim for damages or loss or anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure, and if a claim is made therefore.

4.18.1. Invocation of Force Majeure

The party invoking Force Majeure shall perform the following:

- A. Notify the other party as soon as reasonably possible by facsimile, e-mail, telex, cable or Messenger/courier of the nature of Force Majeure, anticipated exposure time under Force Majeure, and the extent to which the Force Majeure suspends the affected party's obligations under the CONTRACT.
- B. Consult with the other party and take all reasonable, prudent steps to minimize the losses of either party resulting from the Force Majeure.
- C. Resume the performance of its obligations as soon as possible after the Force Majeure condition ceases.

4.18.2. Delivery Time and Force Majeure

Only a Change Order may change contractual Delivery Times. The CONTRACTOR as provided in **Paragraph 4.14** and its sub-paragraphs shall file all claims for an extension in the Delivery Time.

The Delivery Time will be extended in an amount equal to time lost due to delays caused by Force Majeure if a claim is made therefore as provided in this Paragraph. No amendment to the Contract Price, however, shall be allowable because of Force Majeure occurrences.

Notwithstanding the foregoing, all time limits stated in the Purchase Order documents are of the essence in the agreement. The provisions of this Paragraph shall not exclude recovery for damages (including compensation for additional professional services) for delays not caused by Force Majeure.

4.19. Warranty

The CONTRACTOR's obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Contract Agreement is absolute, and the CONTRACTOR warrants and guarantees to GPA that all Goods will be in accordance with the Contract Documents and will be new, fit for the purpose for which they are intended, and free from any defects, including faulty design, materials, or workmanship.

The CONTRACTOR shall provide GPA with all warranties and guarantees in writing. GPA and the BIDDER shall negotiate the manner in which claims against these warranties are addressed including any remedies for non-responsiveness. This may include retention of contract amounts, performance bonds, etc.

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The CONTRACTOR shall be responsible for remedying all defects, without limitation, in design, materials, workmanship, operating characteristics, or performance of the Goods developing within twelve (12) months from the date of final payment or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or by any specific provisions of the Contract Documents.

Any part(s) supplied in replacement of the defective part(s) of the Goods or any Goods repaired pursuant to the provisions of this Paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Goods and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement or repair or on the expiration date of the warranty for the original Goods that were replaced or repaired, whichever is later.

In the event the CONTRACTOR furnishes Special Services for installation and startup, such services shall be rendered in a competent and diligent manner and in accordance with the Contract Documents, accepted industry practice and any applicable professional standards.

4.20. Tests and Inspections

GPA or its designee shall have the right to inspect or observe the production, inspection, or testing of the Goods at any time and place including the CONTRACTOR's facilities and those of its subcontractors where the Goods are being produced or repaired. GPA shall send two (2) representatives to observe and witness production and testing.

The CONTRACTOR shall conduct, at its responsibility and expense, all tests and inspections called for by the Contract Documents. In the event that witness inspection by GPA is required under the Contract Documents, the costs and expense arising therefrom shall be borne by the CONTRACTOR, including inspector's fees, transportation, hotel, and general flying expenses. In the event that CONTRACTOR's inspection is required at the site, CONTRACTOR's transportation, hotel, and general living expenses shall be borne by the CONTRACTOR.

Any inspection made by the inspector of GPA and/or its designee will be final. Such inspections or the witnessing of CONTRACTOR's test and inspection by GPA and/or its designee shall not relieve the CONTRACTOR of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

In the event that GPA or Engineer is needed to do inspection or witness the production, construction or testing beyond regular working hours, the cost and expense arising therefrom shall be borne by the CONTRACTOR.

The CONTRACTOR shall repair and replace, without cost or delay, anything found defective by tests and inspections, and also to bear all costs of re-inspection.

The CONTRACTOR must carry out at its authority and expense any inspection required by statutory Authority, governmental regulation, or other similar Authority on the codes or standards.

4.21. Remedying Defects

4.21.1. Cost of Remedying Defects

All direct, indirect, and other costs of correcting, removing, and replacing defective Parts or of obtaining Special Services elsewhere and of exercising GPA's rights and remedies under **Paragraph 4.34**, and other sections as they apply, will be charged against the CONTRACTOR and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Purchase Price, or if incurred after final payment, an appropriate amount will be paid by the CONTRACTOR to GPA. Such direct, indirect, and other costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of property of GPA or others destroyed or damaged by correction, removal, or replacement of defective Goods. The CONTRACTOR shall not be allowed an extension of the Delivery Time because of any delay in performance attributable to the exercise by GPA of GPA's rights and remedies under this Paragraph.

4.21.2. Remedying Defective Parts

If at any time GPA determines that the replacement parts are defective, the CONTRACTOR shall, upon written notice from GPA, do all things necessary, at its expense, to make good the defects as soon as possible after being notified to do so by GPA. The CONTRACTOR warrants that the CONTRACTOR, unless otherwise agreed, shall remedy any defects. It is understood, that if so instructed by GPA, the CONTRACTOR shall make shipment by the fastest available method.

In the event that the CONTRACTOR does not take prompt action to fulfill its obligations hereunder as required by GPA and to the satisfaction of GPA, GPA may, after ten (10) days written notice to the CONTRACTOR, and without prejudice to any of its rights under the Contract Agreement, accept the defective Goods and carry out the remedial work itself instead of requiring correction or removal and replacement, and charge the CONTRACTOR for the costs of the work. In an emergency where delay would cause serious risk of loss or damage, GPA may take such action without prior notice to or waiting for action by the CONTRACTOR.

4.21.3. Remedying Defective Special Services

If at any time GPA notifies the CONTRACTOR in writing that any of the Special Services are defective, the CONTRACTOR shall promptly provide acceptable services. If the CONTRACTOR fails to do so, GPA may obtain the Special Services elsewhere.

4.22. Stop Work Order**4.22.1. Order to Stop Work**

The Procurement Officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the work called for by the Contract Agreement. This order shall be for a specified period not exceeding ninety-days (90-days) after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all

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reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- A. Cancel the stop work order
- B. Terminate the work covered by such order, as provided in the Termination for Default Clause or the Termination for Convenience Clause of the Contract

4.22.2. Cancellation or Expiration of the Order

If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contract Price shall be modified in writing accordingly, if:

- A. The stop work order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of the Contract Agreement; and
- B. The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under the Contract Agreement.

4.22.3. Termination of Stopped Work

If a stop work order is not canceled and the work covered by such order is terminated for default or Convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4.23. Termination for Convenience

4.23.1. Termination

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

4.23.2. Contractor's Obligations

The CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to GPA. The CONTRACTOR must still complete

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the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

4.23.3. Right to Supplies

The Procurement Officer may require the CONTRACTOR to transfer title and deliver to GPA in the manner and to the extent directed by the Procurement Officer:

- A. Training material
- B. Any completed supplies
- C. Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of the Contract Agreement

The CONTRACTOR shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the CONTRACTOR in which GPA has an interest. If the Procurement Officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of **Uniform Commercial Code of Guam (UCCG), Section 2706**. Utilization of this Section in no way implies that GPA has breached the Contract Agreement by exercise of the Termination for Convenience Clause.

4.23.4. Compensation Under Termination for Convenience

The CONTRACTOR shall perform the following for compensation under termination for convenience.

- A. The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for Convenience together with cost or pricing data to the extent required by **Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations** bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph (c) of this Paragraph.
- B. The Procurement Officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by **Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations** and that the settlement does not exceed the total Contract Price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials, and the Contract Price of the work not terminated.
- C. Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this subparagraph:
 - i. Contract prices for supplies or services accepted under the Contract Agreement;
 - ii. Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract

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- Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- iii. Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to **Paragraph 4.22.2** of this clause. These costs must not include costs paid in accordance with other subparagraphs of this Paragraph;
 - iv. The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract Agreement for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of the Contract Agreement. The total sum to be paid to the CONTRACTOR under this Subparagraph shall not exceed the total Contract Price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this Paragraph, and the Contract Price of work not terminated.
- D. Cost claimed, agreed to, or established under subparagraph (b) and (c) of this Paragraph shall be in accordance with **Chapter 7 (Cost Principles) of the Guam Procurement Regulations. 13 GCA 2796 (UCCG)** states:

2706. SELLER's Resale Including Contract for Resale

- (1) Under the conditions stated in **Section 2703** on CONTRACTOR's remedies, the CONTRACTOR may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the CONTRACTOR may recover the difference between the resale price and the Contract Price together with an incidental damages allowed under the provisions of this division (Section 2710), but less expenses saved in consequence of the buyer's breach.
- (2) Except as otherwise provided in Subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the CONTRACTOR. Sale may be as a unit or in parcels and at any time and place and on any terms, but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the Contract Agreement before the breach.
- (3) Where the resale is at private sale the CONTRACTOR must give the buyer [i.e., GPA] reasonable notification of his intention to resell.
- (4) Where the resale is at public sale:
 - (01) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and
 - (02) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to

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- decline in value speedily the CONTRACTOR must give the buyer [i.e., GPA] reasonable notice of the time and place of the resale; and,
- (03) If the goods are not to be within the view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective BIDDERS; and
 - (04) The CONTRACTOR may buy.
 - (5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer [i.e., GPA] even though the CONTRACTOR fails to comply with one or more of this section's requirements.
 - (6) The CONTRACTOR is not accountable to the buyer [i.e., GPA] for any profit made on any resale. A person in the position of a CONTRACTOR (**Section 2707**) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of Section 2711."

4.24. Termination for Defaults

4.24.1. Default

If the CONTRACTOR refuses or fails to perform any of the provisions of the Contract Agreement with such diligence as will ensure its completion within the time specified in the Contract Agreement, or any extension thereof, otherwise fails to timely satisfy the Contract Agreement provisions, or commits any other substantial breach of the Contract Agreement, the Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not corrected in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the CONTRACTOR's right to proceed with the Contract Agreement or such part of the Contract Agreement as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The CONTRACTOR shall continue performance of the Contract Agreement to the extent it is not terminated and shall be liable for excess cost incurred on procuring similar goods or services.

4.24.2. Contractor's Duties

Notwithstanding termination of the Contract Agreement and subject to any directions from the Procurement Officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which GPA has an interest.

4.24.3. Compensation

Payment for completed supplies delivered and accepted by GPA shall be at the Contract Price. Financing payment shall be made after all services are rendered and accepted by GPA. The first application for payment maybe submitted by the CONTRACTOR after the Deferred Payment Agreement has been executed.

4.24.4. Excuse for Nonperformance or Delayed Performance

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Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of the Contract Agreement in accordance with its terms (including any failure by the CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if the CONTRACTOR has notified the Procurement Officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; act of GPA and any other governmental entity in its sovereign restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the Contract Agreement requirements. Upon request of the CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Contract Agreement, the delivery schedule shall be revised accordingly, subject to the rights of GPA under the clause entitled "Termination For Convenience", Paragraph 23 (As used in the Paragraph of this clause the term "subcontractor" means subcontractor at any tier).

4.24.5. Erroneous Termination for Default

If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Section 4.23.5 Excuse for Nonperformance or Delayed Performance, the rights and obligations of the parties shall, if the Contract Agreement contains a clause providing for Termination for Convenience of GPA, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, the Contract Agreement does not contain a clause providing for Termination for Convenience of GPA, the Contract Agreement shall be adjusted to compensate for such termination and the Contract Agreement modified accordingly subject to the CONTRACTOR's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

4.24.6. Additional Rights and Remedies

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the Contract Agreement.

4.25. Disputes

All controversies between GPA and the CONTRACTOR, which arise under, or are by virtue of, the Contract Agreement and which are not resolved by mutual agreement, shall be resolved under Guam Procurement Law and the Government Claims Act.

4.26. Consequential Damages

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Unless expressly provided for otherwise in the Contract Agreement, neither party, including their agents and employees, shall be liable to the other party for consequential damages, including, but not limited to, loss of use, loss of profit and interest due to breach of contract, breach of warranty, negligence, or any other cause whatsoever, provided nothing herein shall relieve CONTRACTOR from its liability for injury to persons or property, including property of GPA, whether such liability arises in contract, including breach of warranty, or tort, including negligence.

4.27. Time of Completion and Liquidated Damages

The CONTRACTOR must agree to fully complete the basic or basic and any combination of the additive work under the Contract Agreement within three hundred sixty-five (365) calendar days from the issuance of Notice to Proceed (NTP). The CONTRACTOR must also agree to pay to GPA the amount of one thousand dollars (\$1,000.00) per calendar day, not as a penalty, but as reasonable liquidated damages for failing, neglecting or refusing the work within the time specified.

4.28. Contractor Extended Overhead Claim

The CONTRACTOR shall not be compensated for extended overhead cost associated with the delays in the project completion. Additionally, delays in securing permits from the required government agencies shall not be used as justification for extended overhead costs.

4.29. Notices

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

4.30. Computation of Time

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the time computation.

4.31. Language and Trade Terms

All communications, documents, and execution of services hereunder, unless otherwise designated, shall be in the English language. INCOTERMS (International Rules for the Interpretation of Trade Terms) published by the International Chamber of Commerce in 1980 and any subsequent revisions thereto shall govern interpretation of trade terms in the Contract Documents.

4.32. Governing Law

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The laws of Guam shall govern the validity and interpretation of these conditions, the Contract Agreement and legal relations of the parties. CONTRACTOR shall not transfer or assign to any third parties any obligations or rights under the Contract Agreement, nor any claims against GPA arising directly or indirectly out of the Contract Agreement.

CONTRACTOR shall not sublet the Contract Agreement in whole or in part without the prior written consent of GPA. Written consent of GPA for subletting shall not relieve CONTRACTOR of any of his obligations under the Contract Agreement.

4.33. Non-waiver

GPA shall not consider any provisions of the Contract Agreement waived unless GPA gives notice of such waiver in writing. Even if such notice has been given, such waiver shall not be construed as being a waiver of any other past or future right of GPA under the provisions of the Contract Agreement, unless otherwise expressly stipulated therein. Failure of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to exercise any acts, rights, or remedies provided herein or by law shall not relieve CONTRACTOR of liability under any guarantees or of obligations under the Contract Agreement and shall not be deemed a waiver of any right of GPA to insist upon strict fulfillment of the Contract Agreement or of any of GPA's rights or remedies as to the Goods or Special Services furnished.

4.34. Severability

If any work, phrase, clause, article, or other provision of the Contract Agreement is or is deemed or adjudicated or otherwise found to be against public policy, void, or otherwise unenforceable, then said work, phrase, clause, article, or other provision shall be deleted or modified, in keeping with the express intent of the parties hereto as necessary to render all the remainder of the Contract Agreement valid and enforceable. All such deletions or modifications shall be the minimum necessary to effect the foregoing.

4.35. Rights and Remedies

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, will be in addition to, and shall not be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract Agreement.

4.36. New Material

Unless the Contract Agreement specifies otherwise, the CONTRACTOR represents that the Goods and components are new. If the CONTRACTOR believes that furnishing used or reconditioned

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Goods or components will be in GPA's interest, the CONTRACTOR shall so notify GPA in writing. The CONTRACTOR's notice shall include the reasons for the request along with a proposal for any consideration to GPA if GPA authorizes the use of used or reconditioned Goods or components.

4.37. Claims Based on the General Manager's Actions or Omission

If any action or omission on the part of the General Manager, or his/her designee, requiring performance changes within the scope of the Contract Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract Agreement in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The CONTRACTOR shall have given written notice to the General Manager, or his/her designee:
 - i. Prior to the commencement of the work involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - ii. Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the work; or
 - iii. Within such further time as may be allowed by the Procurement Officer in writing. This notice shall state that the CONTRACTOR regards the act or omission as a reason that may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
- B. The notice required by subparagraph (1) of this Paragraph describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- C. The CONTRACTOR maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

4.38. Limitations of Clause

Nothing herein contained shall excuse the CONTRACTOR from compliance with any rules of law precluding GPA and its officers and any CONTRACTORS from acting in collusion or bad faith in issuing or performing change orders that are clearly not within the scope of the Contract Agreement.

4.39. Standards of Design and Workmanship

The finished Work shall be complete in all respects. The intent of the Specifications is to acquire or purchase management services, training, operations and maintenance materials and services, and supply and inventory management and control. All hardware shall be manufactured,

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fabricated, assembled, finished, and documented with quality workmanship throughout, and all of its components shall be new and suitable for the purposes specified. All firmware/software shall be designed, implemented, tested, and documented in accordance with the best and recognized correct practices and shall be suitable for the purpose specified. All work shall conform to industry best practices.

4.40. Standard Work Schedule

Work scheduled and performed by the CONTRACTOR on GPA's premises shall conform to published GPA working hours and shall account for GPA's observed holidays.

4.41. Interference with Operation

Interference with normal operation of GPA's facilities or equipment, or that of any CONTRACTORS or subcontractors on GPA's premises, shall be avoided. The GPA's representative will determine in advance whether such interference is unavoidable and will establish the necessary procedures under which the interferences will be allowed.

4.42. Release of Information

The CONTRACTOR 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 of GPA.

4.43. Liens

In the event that a lien of any nature shall at any time be filed against the hardware, firmware, or software or the CONTRACTOR's facility by any person, firm, or corporation which has supplied material or services at the request of the CONTRACTOR, and for the cost of which the CONTRACTOR is liable under the terms of the Contract Agreement, the CONTRACTOR agrees, promptly on demand of GPA and at the CONTRACTOR's expense, to take any and all action necessary to cause any such lien to be released or discharged therefrom. The CONTRACTOR agrees to hold GPA harmless from all liens, claims, or demands in connection with the Work.

4.44. Title

Title to any of the hardware, firmware, and software, management practices, training and other documents and/or processes required by GPA to continue the improved management, operations and maintenance of the project will pass to GPA upon placement of the equipment within GPA's premises prior to commencement of its installation, subject to GPA's inspection thereof. The CONTRACTOR shall retain title and be responsible for movement of the equipment from the delivery carrier onto the premises and the subsequent unpacking of the equipment. If, for any reason, the Work is terminated prior to its completion, the title to all the Work performed to that time including all hardware, firmware, software, management practices, training and other documents and/or processes required by GPA to continue the improved management, operations and maintenance of the project, whether in the CONTRACTOR's facility, in transit, or on GPA's premises, shall immediately pass to GPA.

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4.45. Insurance

CONTRACTOR shall not commence work under the Contract Agreement until he has obtained all insurance required under this section and GPA has approved such insurance, nor shall the CONTRACTOR allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved. CONTRACTOR and subcontractor shall maintain all insurance required during the course of the work.

4.46. Contractors and Subcontractors Insurance

Prior to commencing the work, CONTRACTOR shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to GPA. The CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The minimum limits of insurance shall be as follows unless a higher limit is required by statute:

- A. General Liability including products, completed operations, independent contractors, and contractual coverage for the Contract Agreement in the amount of \$1,000,000 combined limit. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- B. Auto Liability covering bodily injury and property damage in the amount of \$1,000,000 combined single limit. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- C. Pollution Liability in the amount of \$5,000,000.00 per occurrence. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- D. Professional Liability or Architects and Engineers Liability in the amount of \$1,000,000.
- E. Excess Liability with limits of \$5,000,000 or higher. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- F. Worker's Compensation and Employer's Liability – Statutory limits and \$1,000,000/\$1,000,000/\$1,000,000 respectively. Add Waiver of Subrogation endorsement in favor of GPA.
- G. Builder's Risk or Installation Floater, when applicable, is to be furnished by CONTRACTOR, which shall include GPA as named insured.

4.47. Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless owner against all loss, damage, or expense (including reasonable attorney's fees incurred by owner) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts or omission of the CONTRACTOR or the CONTRACTOR's employees, servants, agents or subcontractors and from mechanics and materialism liens.

4.48. Certificate of Insurance

CONTRACTOR shall furnish certificates of insurance and waiver of subrogation endorsement to GPA prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least

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(10) days after receipt of written notice to GPA. At all times CONTRACTOR's insurance shall be primary to any other insurance that may be carried by GPA. The statement of limits of insurance coverage shall not be construed as in any way limiting the CONTRACTOR's liability under the Contract Agreement. GPA shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate such.

4.49. Insurance Company and Agent

All insurance policies herein required of the CONTRACTOR shall be written by a company duly authorized and licensed to do business in Guam where work under the Contract Agreement is being performed and be executed by some agent thereof duly licensed as an agent in Guam.

4.50. GPA Insurance

GPA agrees that it will keep the property and machinery and equipment insured, at a minimum, against loss or damage by fire with extended coverage endorsement for full replacement value as determined by GPA from time to time. Such insurance shall be issued by financially responsible insurers duly authorized to do business in Guam where the property is located and shall contain the standard form of waiver of subrogation. The insurance company shall be required to give GPA not less than thirty days (30) notice in the event of cancellation or material alteration of such coverage. Nothing contained herein shall be construed as creating any liability or responsibility on the part of the CONTRACTOR for the adequacy of insurance coverage on the property. As to any insurable risks of loss or damage to the property and machinery and equipment not required to be insured hereunder, GPA shall bear the cost of the same. GPA shall be deemed to be self-insured as to the deductible or co-insurance amount applicable to such insurance coverage and shall pay any deductible or co-insurance amount applicable in the event of such loss or damage.

4.51. Waiver of Subrogation

The parties hereby release each other and their respective officers, employees, and agents from all loss or damage to the Premise property, machinery and equipment and to the fixtures, personal property, equipment and improvements of either GPA or CONTRACTOR in or on the Property, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents. This waiver does not apply to maintenance and repair assumed under the Contract Agreement by the CONTRACTOR.

END OF VOULME I

INVITATION FOR MULTI-STEP BID NO.: GPA-094-17

GPA PROJECT NO.: E-100268

**FIBER TO FADIAN PROJECT
DESIGN AND CONSTRUCTION**



VOLUME II

TECHNICAL AND FUNCTIONAL REQUIREMENTS

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1. Project Overview and Scope

GPA seeks the services of a Design/Procure/Build (DPB) "CONTRACTOR" for the design and installation of underground (buried) fiber optical cable for the following routes for the Basic Bid:

1. GPA Fadian Office to Pagat Substation
2. Latte Heights MH-16A to Route 1 and Route 26 Intersection (near Dededo KFC)
3. Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building
4. Dededo Indoor Substation to Dededo CT Substation
5. Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation
6. GWA Upper Tumon Office

This project also includes the following as an Additive Bid Option:

1. Dededo Indoor Substation to T&D Administration Building Fiber Connection
2. Talofoto Substation to Talofoto Diesel Powerplant Fiber Connection
3. Splice 24 strands of fiber in MH-25A located at the back of previous GPA Office in Harmon

GPA seeks a "turn-key" project that will be fully operational upon commissioning. The required services include compliance with all applicable local and federal laws as well as applicable local and national standards for the services rendered.

The CONTRACTOR shall design, procure equipment and materials, obtain required permitting, construct, install, interconnect, splice, test, commission and provide documentations for the fiber optic cable and associated equipment. The project shall include parts and installation warranty.

1.1. GPA Overview

GPA is a public utility corporation that provides electric power service throughout the entire island of Guam. GPA, in conjunction with private partners, operates and maintains power plants, 115 kV and 34.5 kV transmission lines. The transmission lines connect substations throughout the island. These substations have 13.8 kV distribution feeders with primary distribution lines. GPA follows the National Electrical Manufacturers Association (NEMA) ANSI C84 for delivery of power and imbalance.

1.2. Site Description

Fiber optic cable routes for the basic bid:

1. GPA Fadian Office to Pagat Substation

A 96 strand single mode fiber optic cable shall be installed underground from GPA Fadian Main Office (Server Room/Computer Services) to the Pagat Substation along Route 15 (See Figure 1A, 1B, and 1C).

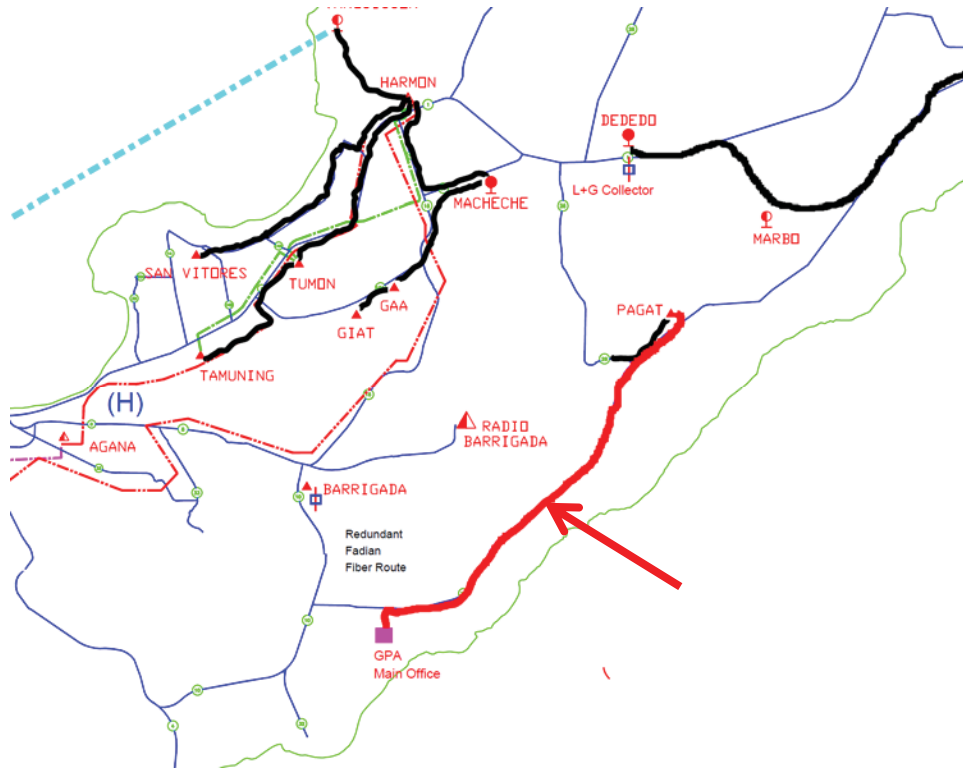


Figure 1A

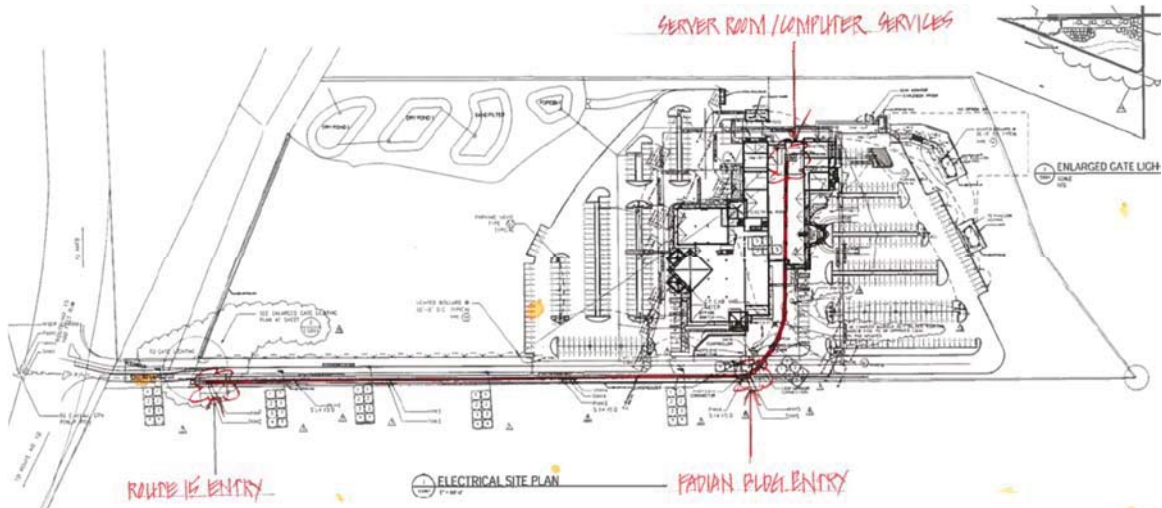


Figure 1B

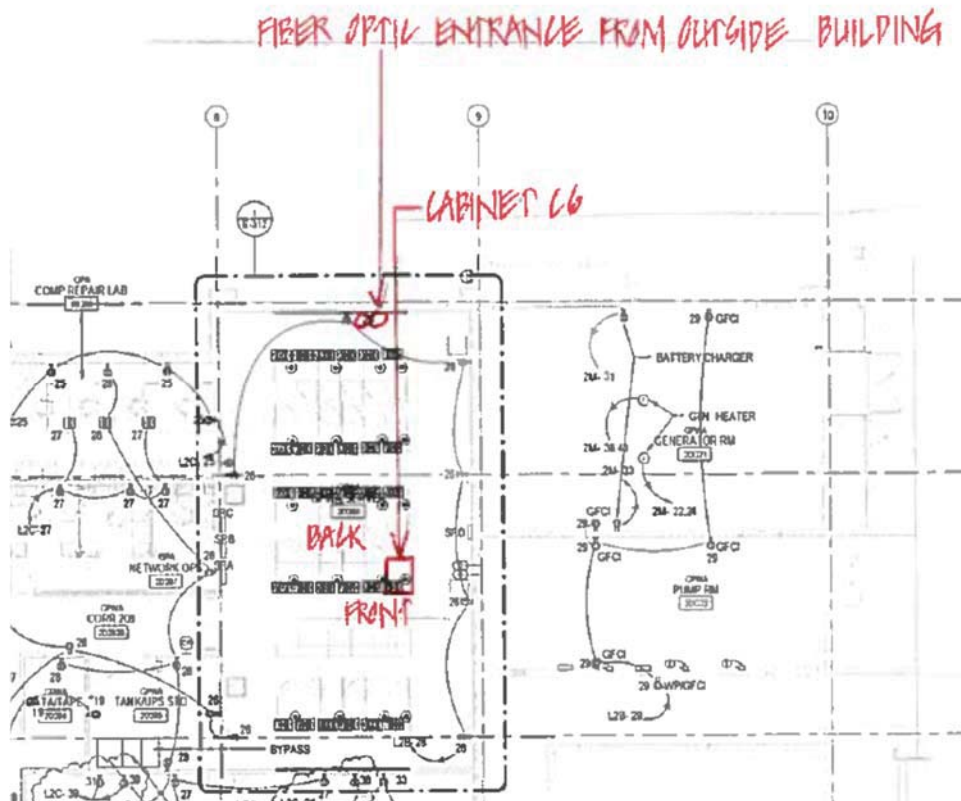


Figure 1C

2. Latte Heights MH-16A to Route 1 and Route 26 Intersection (near Dededo KFC)

A 96 strand single mode fiber optic cable shall be installed underground from Latte Heights MH-16A to the new manhole/handhole at Route 1 and Route 26 Intersection (near Dededo KFC) (Figure 2A). 96 strands of fiber shall be spliced in MH-16A at Latte Heights to connect the new fiber optic cable to the existing fiber optic cable. Additionally, three (3) splices shall be done in the new manhole/handhole at Route 1 and Route 26 Intersection (near Dededo KFC) (Figure 2B):

- A. 48 strands to connect Pagat Substation to T&D Administration Building
- B. 48 strands to connect Pagat Substation to Macheche Substation
- C. 48 strands to connect T&D Administration Building to Macheche Substation

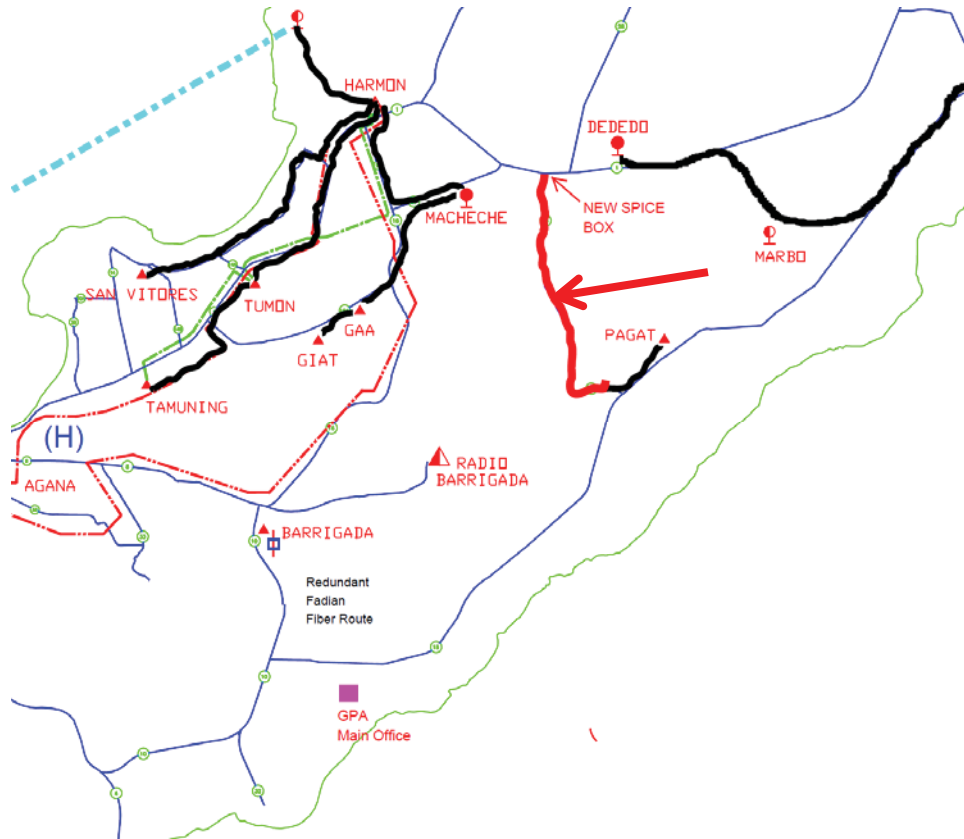


Figure 2A

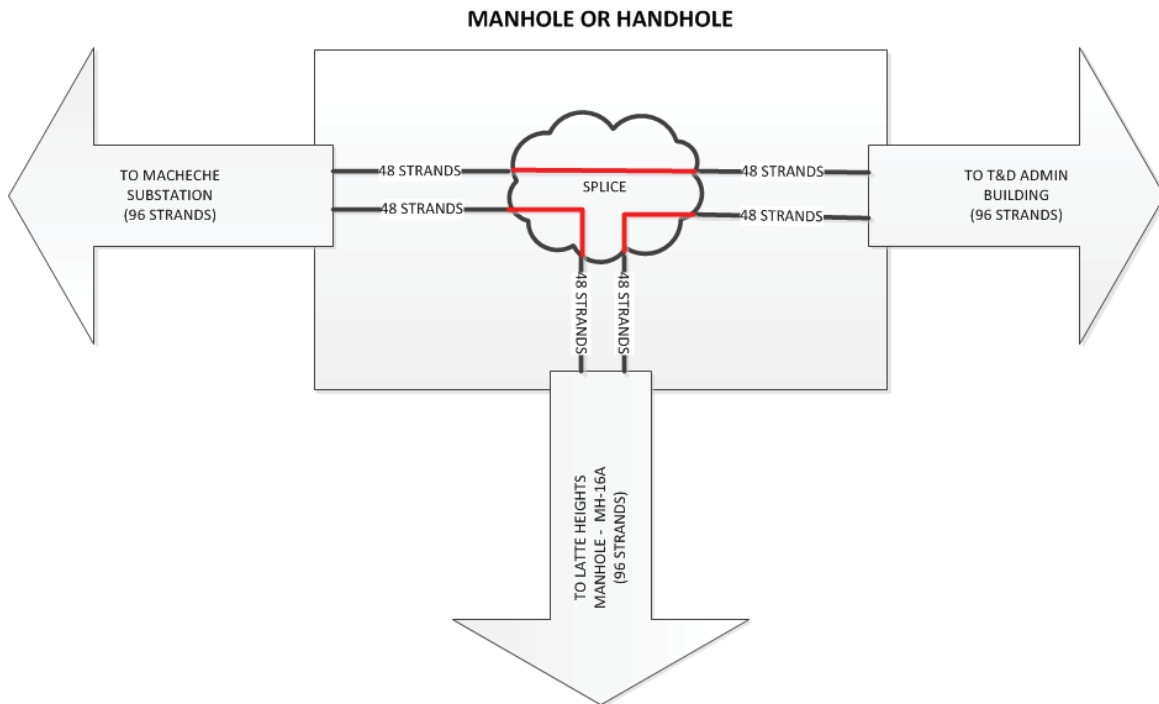


Figure 2B

3. Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building

A 96 strand single mode fiber optic cable shall be installed underground from Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building (See Figure 3). This shall include but not limited to the installation of a manhole/handhole before entering T&D Administration Building, 60 feet of slack fiber provided inside the manhole/handhole, new 24" x 24" wall mounted equipment cabinet and closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination of fibers at T&D Administration Building.

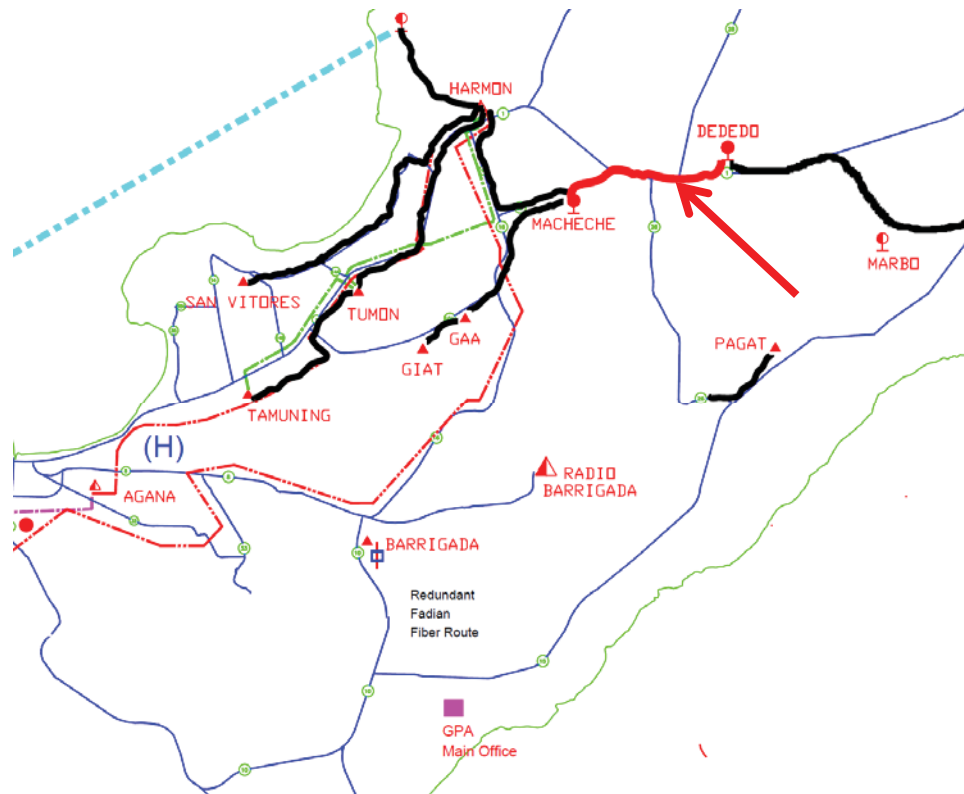


Figure 3

4. Dededo Indoor Substation to Dededo CT Substation

A 96 strand single mode fiber optic cable shall be installed underground from Dededo Indoor Substation to Dededo CT Substation (See Figure 4A and 4B).

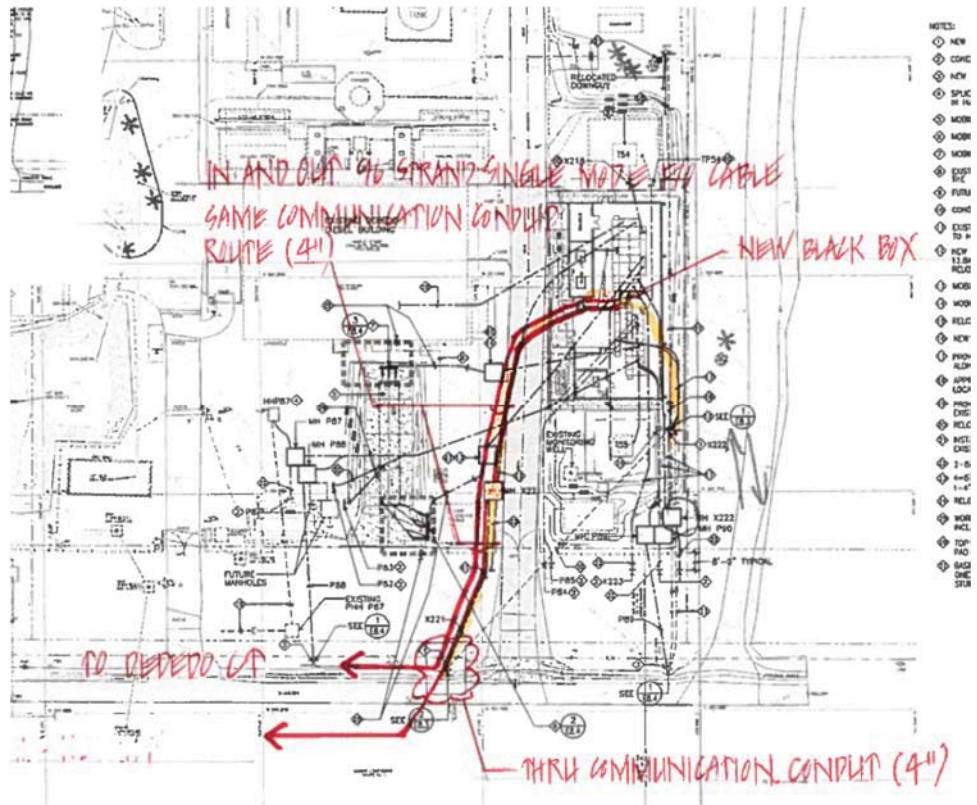


Figure 4A

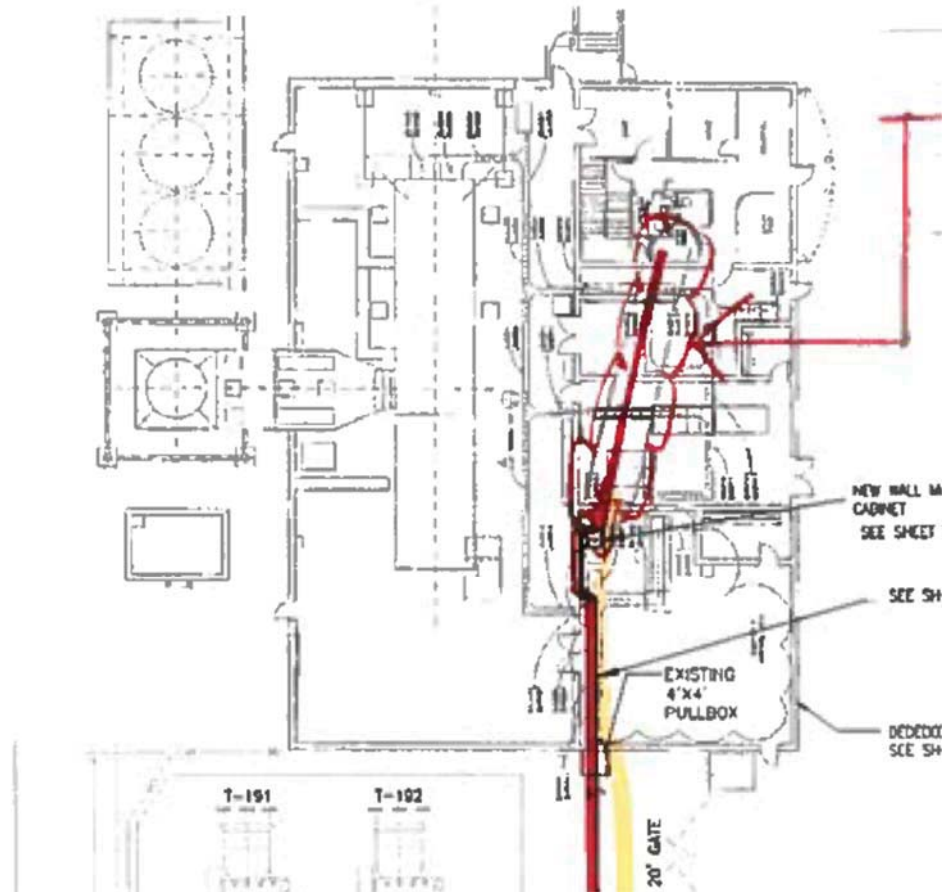


Figure 4B

5. Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation

A 96 strand single mode fiber optic cable shall be installed underground from Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation (See Figure 5).

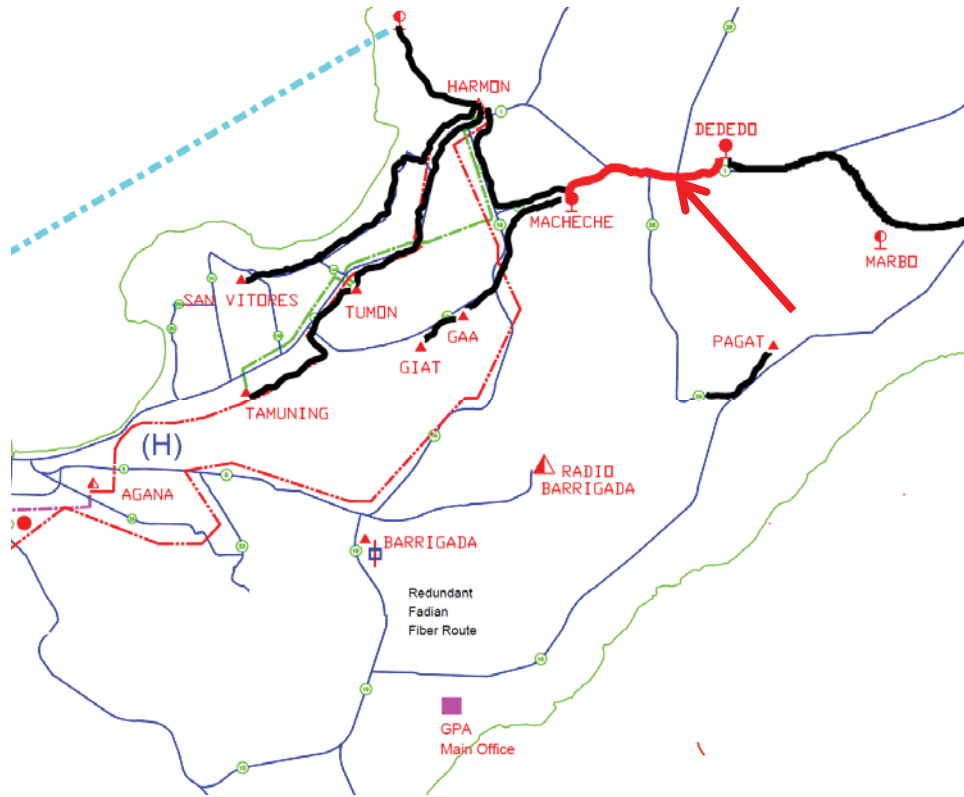


Figure 5

6. GWA Upper Tumon Office

Two (2) 96 strand single mode fiber optic cable shall be installed underground from GWA Upper Tumon Office to the MH-17A. Inside MH-17A, 96 strands from the first fiber optic cable from GWA Upper Tumon Office shall be spliced to the 96 strands connecting Harmon Substation; the 96 strands from the second fiber optic cable from GWA Upper Tumon Office shall then be spliced to the 96 strands connecting Tumon Substation.



Figure 6

Fiber optic cable routes for the additive bid:

1. Dededo Indoor Substation to T&D Administration Building Fiber Connection

The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Dededo Indoor Substation to T&D Administration Building. The fiber will go through the manhole/handhole installed on Fiber Route 3 (Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building) and 60 feet of slack fiber provided inside the manhole/handhole before entering T&D Administration Building. This shall include but not limited to the installation of closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination of fibers both at Dededo Indoor Substation and T&D Administration Building. Fiber installation method shall be underground and air-blown (Figure 1).

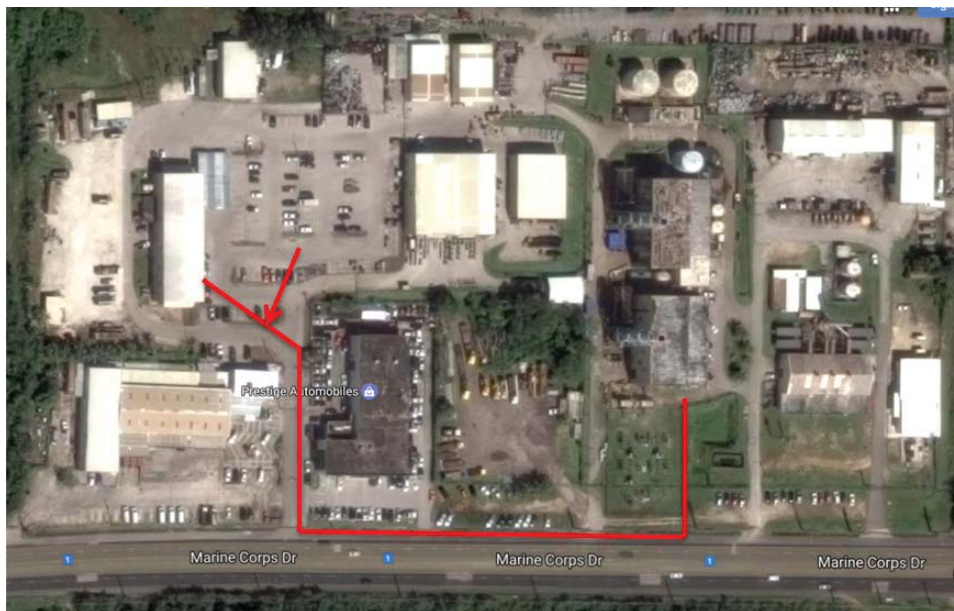


Figure 1

2. Talofoto Substation to Talofoto Diesel Powerplant Fiber Connection

The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Talofoto Substation to Talofoto Diesel Powerplant. This shall include but not limited to the installation of a new 24" x 24" wall mounted equipment cabinet, closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination fibers both at Talofoto Substation and Talofoto Diesel Powerplant. Fiber installation method shall be underground and air-blown (Figure 2).

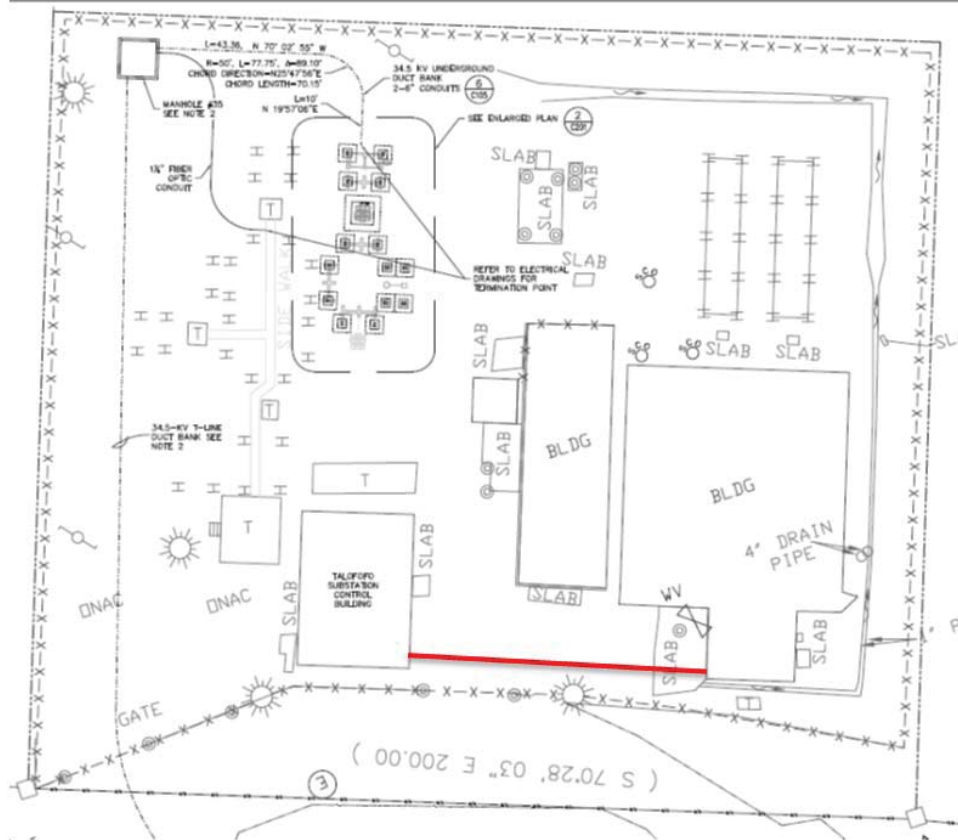


Figure 2

3. Splice 24 strands in MH-25A located at the back of previous GPA Office in Harmon (Figure 3)



Figure 3

2. Proposal Requirements

2.1. Technical Proposal

The BIDDER shall demonstrate sufficient qualifications for this solicitation by providing the following sections as part of the Technical or Qualitative Proposal:

2.1.1. Business Structure

The BIDDER shall provide all of the following:

- A. Company information such as name, local address, corporate headquarters (if any) and affiliate company in support for the performance of the required services.
- B. Business structure and nature of services provided.
- C. Copy of the Articles of Incorporation and By-Laws or other applicable forms concerning the business organization.
- D. Certificate of Good Standing to conduct business in jurisdiction of residence.
- E. Other supporting information, brochures, company profile publications that may assist in the evaluation and selection process
- F. Insurance policy

2.1.2. Project Approach

The BIDDER shall provide all of the following:

- A. Detailed descriptions of the work plan to perform, meet, and achieve the objectives of this solicitation.
- B. Detailed descriptions of the planned scope of work for each Basic Bid and Additive Bid Items.
- C. Specification documents from the manufacturer of the proposed fiber optic cable installation.
- D. Brief description of information or coordination to be requested from GPA for the duration of the project.

A BIDDER's proposal shall be deemed unacceptable if the fiber optic cable requirements specified in Procurement and Delivery of Fiber Optic Cable and Other Necessary Equipment are not met.

2.1.3. Experience of the Proposed Project Team

The BIDDER shall provide all of the following:

- A. Supporting information describing the past and current successful experience of the Project Team members with similar projects within the past five years. Describe the Project Team members' roles in past projects.
- B. Supporting information demonstrating knowledge and experience in complying with U.S. federal and local standards pertaining to the requested scope of work.
- C. Organizational chart of the Project Team with descriptions of the respective roles and duties of each team member.
- D. Copies of Certifications of the Project Team (i.e. PE, RCDD, FOI).
- E. Copy of current Certificate of Authorization (COA) issued by the Guam Board of Registration for Professional Engineers, Architects and Land Surveyors. As required in 10.E(1) of the PEALS Rules and Regulations, "Any corporation, partnership, joint venture or any other association of two (2) or more firms, whether organized under the laws of Guam or any other jurisdiction, may not offer to engage in the practice of engineering, architecture, land surveying or construction management services involving the practices thereof in Guam until such corporation, partnership, joint venture or association has obtained a certificate of authorization issued by the Board."
- F. Registered Communications Distribution Designer (RCDD)

A BIDDER's proposal shall be deemed unacceptable if the following are not met:

- A. Fiber Optic Cable requirements specified in Procurement and Delivery of Fiber Optic Cable and Other Necessary Equipment must be met.**
- B. The proposed Project Design Team must include both at least one (1) RCDD (Registered Communications Distribution Designer) and one (1) certified FOI (Fiber Optic Installer). The RCDD and FOI should have a minimum of five (5) years of experience in the design of fiber optic cable design and installation.**
- C. The proposed Local Project Manager must have a minimum of three (3) years of construction management experience.**

2.1.4. Time of Delivery

The BIDDER shall demonstrate adequate time of delivery of the project within the specified completion time. A draft project schedule illustrating all major tasks with their respective durations shall be provided.

2.1.5. References

The BIDDER shall provide at least three (3) letters of reference or recommendation from clients that received similar services from the proposed Project Team within the past five (5) years indicating:

- A. Quality of work
- B. Compliance with performance schedules
- C. Cost-control ability
- D. Level of integrity and business ethics

2.1.6. Exceptions to the Bid Documents

The BIDDER shall indicate any exceptions to the bid requirements in this section. A BIDDER's proposal shall be disqualified if the GPA Evaluation Committee finds any exceptions to the bid requirements unacceptable.

2.2. Price Proposal

The Price Proposal is itemized into specific activities as indicated in the Bid Schedule. The BIDDER must indicate a bid price for each item and there shall be no double-charging.

The BIDDER's Bid Schedule shall contain bid prices for each of the specific activities and total bid package. GPA shall evaluate the Price Proposal and will decide to award either the basic bid, both the basic bid and any combination of the additive bid, or none of the bid options to the BIDDER.

3. Scope of Work

3.1. General Scope Requirements

The CONTRACTOR shall be responsible for all aspects of project implementation including:

- A. Necessary permits
- B. Adherence to all applicable codes and standards
- C. Foundation design: using manufacturer's standard design or modified design with expected impacts clearly delineated
- D. Interconnection equipment coordination with GPA
- E. Installation design: addressing all electrical, mechanical and civil systems
- F. Fiber optic cable and other necessary equipment procurement and delivery. Procurement and delivery shall include lead time to manufacture the fiber optic cables and other necessary equipment and accessory.
- G. All on-site construction, fiber optic installation and interconnection
- H. Commissioning and performance testing, and if needed, with coordination of third-party verification by other GPA contractor.

- I. Parts list of manufacturers, part numbers and costs of all parts that are expected to need replacement during the first 10 years of fiber optic cable operation either during normal O&M procedures or anticipated failure/repair event
- J. CONTRACTOR-provided training and supervision for GPA on all aspects of fiber optic operation and normal periodic O&M procedures (i.e., quarterly, semi-annual or annual O&M events) for a period of one (1) year.
- K. Full documentation of all equipment, warranties, manuals, etc.
- L. Spare parts kit for the fiber optic which includes operation and safety parts and tools, and supplies for common maintenance.

The CONTRACTOR shall include the submission of a Master Project Schedule outlining anticipated start and end dates for each of the functional activities listed above.

The CONTRACTOR shall provide all labor and materials including taxes, equipment, means, and operations necessary to purchase and construct the fiber optic communications cable and related features.

3.2. Special Conditions

It shall be the CONTRACTOR's responsibility to verify the existing conditions at the site during either the official pre-bid walkthrough or subsequent site visits to the property. During the pre-bid walkthrough, all areas for project construction will be available for observation.

Any physical disruption to the site that is necessary for the construction and interconnection shall be repaired as nearly as possible to its original state.

The CONTRACTOR must maintain a clean worksite and take all necessary measures to prevent any erosion or distribution of loose material away from the site.

The CONTRACTOR must identify any malfunctioning or defective equipment and report such incidences to GPA. The GPA shall decide on the corrective action.

The CONTRACTOR must ensure that all product warranties are active when the project becomes operational. Documentation of product warranties shall be provided to GPA upon commissioning.

The CONTRACTOR shall be required to maintain detailed records. For compliance with GPA's requirements, the CONTRACTOR shall submit monthly reports that track % completion for the major project tasks.

The CONTRACTOR must comply with any applicable requirements identified in the final consultation response letter from the Guam Historic Resources Division or the Guam State Historic Preservation Officer regarding the NHPA Section 106 compliance.

3.3. Basic Bid Items

The following are general descriptions of the Basic Bid Items listed in the Bid Schedule. The BIDDER shall include, in the Technical Proposal, more detailed scope of work descriptions for each Basic Bid Item for evaluation.

3.3.1. Mobilization

The CONTRACTOR shall be responsible for all preparatory operations performed by the CONTRACTOR, including but not limited to, those necessary for the movements of its personnel, equipment, supplies and incidentals to the project site; for premiums on bonds for the project, and for other operations which it must perform or costs it must incur before beginning construction on the various items on the project site.

The CONTRACTOR shall submit to GPA for approval a proposed work schedule with milestones, deliverables and timelines no later than ten (10) days after issuance of the Notice to Proceed. The schedule shall be prepared in a bar chart format and shall display scheduled and actual progress. The schedule shall show the work broken down into major phases and key items with the dates work is expected to begin and be completed. The schedule shall be updated and submitted to GPA every month. The schedule shall show actual progress and any proposed changes in the schedule of remaining work. The CONTRACTOR shall not change the accepted project schedule without prior concurrence of GPA.

3.3.2. Permits, Bonds and Codes

The CONTRACTOR shall secure all permits and bonds required for the construction of this project, including but not limited to those required by the Department of Public Works, Guam Waterworks Authority, Guam Telephone Authority and Department of Parks and Recreation. The CONTRACTOR shall provide assistance with obtaining the Department of Land Management (DLM) Zone Variance for Height permit if needed.

The CONTRACTOR shall also be responsible for applying for and obtaining all other federal, local and other applicable permits, agreements, licenses, and certificates to complete this project, unless otherwise stated in this document. Copies of the permits and approvals shall be submitted to GPA before starting work.

The CONTRACTOR shall adhere to all applicable codes governing electrical, mechanical, civil, structural systems, etc.

3.3.3. Site Survey

The CONTRACTOR shall perform all site survey work required for preparation of the design and as-built drawings and for construction completion. All costs required for furnishing instruments and miscellaneous survey materials shall be included.

3.3.4. Foundation Design

The CONTRACTOR shall develop a site-specific foundation design to be submitted to GPA for review. Foundation designs must be accompanied with the stamp of a registered Professional

Engineer (PE) in the appropriate discipline. The Foundation Design shall identify locations specific to the project. This includes but not limited to fiber optic cable termination and splice locations, trenching locations, manhole/handhole locations including GPS coordinates, and utility locations for all routes described in Site Descriptions.

The CONTRACTOR is responsible for trenching, excavation, and removal of all bushes, trees or other necessary work needed for fiber optic cable installation. At the completion of the construction phase, the CONTRACTOR shall provide documentation showing state of the project site before and after construction. This shall be used to restore the project site as nearly as possible to its original conditions, with the exception of equipment integral to the project.

3.3.5. Integrated Design Plan – Addressing All Electrical, Communication, Mechanical and Civil Systems

The integrated design plan shall include but not limited to the following:

- A. Site Map:
The Site Map shall indicate the proposed fiber optic cable path/location and the layout of other project components.
- B. Site Plan:
Site Plan shall identify all construction activities that will be undertaken on the project site fiber optic cable installation and path of the fiber optic cable for all routes described in Site Description. The CONTRACTOR shall perform site survey work as necessary to prepare site for construction activities. Security and access controls shall be secured and implemented by the CONTRACTOR to prevent unauthorized entry to site during construction.
- C. Foundation Design:
The Foundation Design shall identify locations specific to the project. This includes but not limited to fiber optic cable installation locations, trenching locations, manhole/handhole locations, and utility locations for all routes described in Site Descriptions.
- D. Single-Line Interconnection Diagram
The Single-Line Interconnection Diagram shall detail all manholes/handholes, termination points, mid-span splices, slack fibers, and traffic control details.
- E. Schematic Design:
 - a. Cabinet schematics (elevation, equipment locations i.e. closet connector housing, closet connector panels, etc.).
 - b. Fiber optic cable installations details (splice tray/cassette details, color coding, active, spare and unused fibers, etc.).
 - c. Fiber optic cable splice diagrams (termination schedule, etc.).
 - d. Recommendations for coordination with existing GPA protective devices.
- F. Lane (road) closure and traffic control details and plans which are DPW approved.
- G. Manhole/handhole details (Latitude and Longitude coordinates, etc.). This shall show but not limited to entry/exit details of fiber optic cable inside manholes, installation details of fiber optic cable inside manholes/handholes, and location of splice points and enclosure.
- H. Fiber Spans details (span lengths etc.)
- I. Fiber Optic Cable Design Specifications
- J. Fiber Optic Cable installation materials and accessories specifications (i.e. fiber optic equipment cabinet, splice enclosure, splice tray, patch cord, etc.)
- K. Fiber Optic Cable Installation and Testing design and procedures

- L. System Acceptance Test (SAT) and Commissioning Plan
- M. Project Documentation (As-built)

The fiber optic cable design plan shall consider (but not limited to):

- A. Fiber optic cable installation shall be underground and method shall be air-blown.
- B. Outside plant and indoor plant fiber optic cable to be installed shall be 96 strand single mode.
- C. Fiber optic cable and fiber splice enclosure shall be properly secured inside the manholes/handholes. Provide at least one (1) feet clearance between fiber optic cable and the 34.5kV underground transmission line if inside the same manhole.
- D. Penetration to existing manholes/handholes shall be 2" core-drill size. End-bells shall be installed at both sides of the new opening made on the manhole/handole. Duct seal shall be applied to seal conduit openings after pulling the fiber optic cable.
- E. 60 feet (120 feet total) of fiber optic slack cable per entrance shall be installed at each manhole/handhole.
- F. Fiber splice enclosures shall be used for splices inside the manholes/handholes.
- G. Fiber optic cables shall be installed in an approved conduit. Conduit to be used shall be of high-density polyethylene (HDPE) type, resistant to cracking or shattering, have UV protection when used as ground riser, and have lower coefficient of friction than PVC stick pipe, has tracer for conduit/fiber optic cable location, and for blown air-blown fiber application.
- H. A manhole/handhole shall be installed at Route 1 and Route 26 Intersection (near Dededo KFC) to house the splice point linking Pagat, Dededo, and Macheche Substations.
- I. Manholes/handholes shall be installed at around 1000 feet if path is curve and 3000 feet on straight runs if there is a need between fiber optic cable runs to act as "pull box". Manholes/handholes shall also be installed at both sides of the road should the fiber run through road crossings. Manholes/handholes to be installed shall be traffic grade rated. Bollards of approved design for fiber application shall be installed to mark installed manholes/handholes and underground fiber optic cable run.
- J. Fiber optic cables shall be routed to cable trenches or trays at:
 - a. GPA Fadian Main Office
 - b. Pagat Substation
 - c. Dededo Indoor Substation
 - d. Dededo CT Substation
 - e. Macheche Substation
 - f. GWA Upper Tumon Office
 - g. T&D Administration Building
 - h. Talofofu Substation (if additive bid is awarded)
 - i. Talofofu Powerplant (if additive bid is awarded)
- K. Fiber optic cables shall be placed in orange inner ducts inside the cable trenches or trays.
- L. Outside Plant Fiber Optic Cables within a building cannot exceed 50 feet from the point of entrance into the building. Outside Plant Fiber Optic cable must also be terminated in a NEC approved enclosure transitioning to Inside Plant Fiber Optic Cable.
- M. CONTRACTOR shall comply with applicable Fire Stopping codes and standards. All penetrations shall be protected by approved firestops. Fire stopping compounds and devices shall be used whenever a fire separation has been breached by installation works.
- N. A new 24" x 24" wall mounted equipment cabinet shall be installed at:

-
- a. T&D Administration Building
 - b. Talofoto Substation (if additive bid is awarded)
 - c. Talofoto Powerplant (if additive bid is awarded)
- O. A new full size equipment cabinet shall be installed at:
- a. Dededo Indoor Substation
 - b. Dededo CT Substation
 - c. Macheche Substation
 - d. GWA Upper Tumon Office
- P. Fiber optic cables shall be terminated at the Closet connector housings (patch panels) supplied by the CONTRACTOR. Closet connector housings (patch panels) shall have eight (8) EA splice cassettes, 8 EA closet connector housing panels, and each closet connector housing panel shall be of type 12 fiber SC duplex. Fiber optic cable terminations shall be fusion spliced and shall be installed at
- a. GPA Fadian Main Office
 - b. Pagat Substation
 - c. Dededo Indoor Substation
 - d. Dededo CT Substation
 - e. Macheche Substation
 - f. GWA Upper Tumon Office
 - g. T&D Administration Building
 - h. Talofoto Substation (if additive bid is awarded)
 - i. Talofoto Powerplant (if additive bid is awarded)
- Q. Only 24 strands shall be terminated with SC Connectors. 12 being the main fibers and the other 12 being the spare fibers.
- R. Fiber optic cable splicing shall be fusion splice not mechanical splice.

Telecommunication system, fiber plant design, installation, acceptance testing, and fiber optic cable documentation must be certified by a RCDD. All work must comply with applicable GPA, ANSI, TIA/EIA standards.

Documentation of the fiber optic cable plant should follow the appropriate class ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings. The fiber optic cable plant should be documented as to the exact path that every fiber in each cable follows, including intermediate connections and every connector type. Documentation should also include insertion loss data and optional OTDR traces.

CONTRACTOR shall conduct a Factory Acceptance Test (FAT) witness by two (2) GPA representatives. Contractor shall bear all the cost of the FAT including travel and accommodation for the two (2) GPA representatives.

Tests should be conducted in compliance with TIA/EIA 526-7 (single mode). Each individual fiber in a cable must be tested with an OTDR for length and transmission anomalies while on the reel before installation, and after cable installation. A RCDD must review and approve all test (FAT, at the reel, and after installation) done on the fiber optic cable.

The CONTRACTOR shall submit to GPA for review the pre-final design drawings in the following formats: hard copy of appropriate size, AutoCAD 2013 and PDF. Construction shall not commence

until the design drawings are approved by GPA. The approval of GPA shall not relieve the CONTRACTOR from the responsibility of corrective actions if defective or inadequate work was overlooked.

The CONTRACTOR shall submit to GPA the approved final design drawings in the following formats: hard copy of appropriate size, AutoCAD 2013 and PDF before construction commences.

3.3.6. General Underground Installation Requirements

Underground fiber optic cable installation shall generally conform to trenching on road or roadside at a minimum depth of 24" using a minimum 2.5" saw cutter. Use 2" approved micro-duct conduit designed for blown fiber/micro trenching applications. Ensure the 2" micro-duct conduit can meet future requirement to add another fiber cable should it be required. 2" micro-duct conduit shall have two (2) inner tubes; the first tube shall be active tube and second tube shall be the spare tube.

Reinstatement material shall be a high modulus material that once cured, achieves high bond strength to the cut asphalt faces. Acceptable reinstatement material includes but may not be limited to:

- A. EZ Street Cold Asphalt Technology
- B. Perma Patch
- C. Stirling Lloyd's Safetrack Crack Infill

Bedding sand shall be added below and above the 2" conduit. Two-inch red warning tape with "FIBER OPTIC CABLE" marking should be added at a maximum depth of 12".

A GPA Concrete Placement Release Card shall be accomplished by the Contractor prior final reinstatement. Road restoration shall comply with approved DPW standard.

3.3.7. Procurement and Delivery of Fiber Optic Cable and Other Necessary Equipment

The CONTRACTOR shall be responsible for the procurement and delivery of all fiber optic cable and other necessary equipment to construct and install this project in a turn-key manner. The new fiber optic cable and accessories shall be compatible and shall work seamlessly with existing installed GPA fiber optic infrastructure.

The CONTRACTOR shall provide the fiber optic cable and equipment specifications that are required for the underground installation and fiber optic cable splicing. They include but not limited to the following equipment:

- A. 96 strand single mode fiber optic cable (outside plant)
- B. 96 strand single mode fiber optic cable (indoor plant)
- C. Fiber optic equipment cabinets
- D. Closet connector housings (patch panels)
- E. Closet connector housing panel with 12 fiber SC duplex type adapters
- F. Pigtailed

- G. Splice cassettes
- H. Splice tray
- I. Splice sleeves
- J. Splice enclosures
- K. Orange innerduct
- L. Micro-duct conduit

The CONTRACTOR shall supply Singlemode Fiber. Installed fiber must meet or exceed the following performance specifications set forth in the following Single-Mode ITU Standards:

- A. ITU-T G.652 defines the characteristics of single-mode optical fiber cable
- B. ITU-T G.655 defines the characteristics of a non-zero-dispersion-shifted single-mode optical fiber and cable
- C. ITU-T G.657 defines the characteristics of a bending loss-insensitive single-mode optical fiber and cable for the access network

Riser or plenum rated cable shall be used for all interior installations. Riser or plenum cable shall be used for all interior installations and shall meet or exceed applicable ANSI/TIA-568-C standards and ISO/IEC 11801 standards.

Procurement and delivery of the fiber optic cable and necessary accessories includes lead-time to order and shipping to project site.

3.3.8. On-Site Fiber Optic Cable Construction, Installation and Interconnection

The CONTRACTOR's primary scheduled activities shall include, but are not limited to:

- A. Construction equipment delivery
- B. Site work: site survey, leveling, trenching, etc. activities to prepare the site for construction
- C. Fiber Reel Test Plan (Pre-Installation Test) and Report
- D. Fiber Installation Plan
- E. Fiber Splicing Plan
- F. Installation of conduits
- G. Installation and construction of fiber optic cable line
- H. Post Installation Test Plan and Test Report
- I. Restoration of surroundings to pre-installation conditions
- J. As built drawings

All construction work must comply with applicable GPA, ANSI, TIA/EIA, DPW standards.

The CONTRACTOR shall include the submission of a Master Project Schedule outlining anticipated start and end dates for each of the on-site construction, installation and interconnection activities.

Progress Meetings:

Monthly progress meetings shall be held throughout the duration of the project. GPA may request additional meetings if deemed necessary. Such meetings shall be attended by the CONTRACTOR either via phone or in person, by all active subcontractors and by GPA. The purpose of the meetings will be to discuss current work progress, design or construction issues, interface issues,

and potential changes to the schedule. Meeting minutes shall be prepared by the CONTRACTOR within two (2) days to document the progress meeting.

Work Progress Reports:

The CONTRACTOR shall submit to GPA monthly reports on actual work progress. Such reports shall be submitted to GPA prior to the scheduled work progress meetings. The narrative shall contain a description of current and anticipated delaying factors, if any, impact of possible delaying factors, and proposed corrective actions. The reports shall be submitted as supporting documents for progress payments.

The CONTRACTOR shall furnish all labor, equipment, tools and materials to construct the underground fiber optic cable from the routes described for this project. This includes the installation of overhead fiber optic cable when necessary. The work shall include, but is not limited to, procurement of fiber optic cable and other materials, trenching, conduit and handhole installation and interconnection. All construction work must comply with applicable GPA, ANSI, TIA/EIA standards.

Fiber optic installation (i.e. splicing) shall be performed or supervised by a certified fiber optic installer. Current certifications and validity shall be provided to GPA.

3.3.9. Commissioning and Performance Testing

The CONTRACTOR shall conduct pre-commissioning through final inspection activities with the GPA Project Manager to demonstrate the successful installation and fully functional operation of the fiber optic cable and its subsystems.

The CONTRACTOR shall provide:

A. Pre-Commissioning Inspection:

The CONTRACTOR shall conduct a pre-commissioning walk-through inspection with the GPA and document the pre-commissioning inspection findings in a brief report. The report shall include a list of equipment/products installed, commissioning activities and tests to take place during the Commissioning Process.

B. Commissioning and Testing:

The CONTRACTOR shall provide a System Acceptance Plan (Commissioning Plan) 30 days prior to initiating commissioning and testing activities. The CONTRACTOR shall complete commissioning process and testing of all installed equipment and subsystems to establish operating and start-up condition and operational parameters. Test (Power Loss and OTDR) shall be done on one end and repeated on the other end. Commissioning activities shall include, but not be limited to:

- a. Verification of operation of fiber optic cable
- b. Verification of operation of equipment requirement for the fiber optic cable
- c. Continuity Testing
- d. Power Loss Testing
- e. OTDR Testing
- f. Commissioning Meeting to present the following:
 - i. All aspects of daily operations for the maintenance of the fiber optic cable

- ii. All periodic maintenance procedures (daily, monthly, quarterly, semi-annually, annually)
- iii. Detailed description of the fiber optic installation
- iv. Detailed description of the fiber optic characteristics (strand coloring, allocation, etc.)
- v. Testing and troubleshooting procedures
- vi. Use of test tools and interpretation of testing results

Prior testing, CONTRACTOR shall submit a testing plan which includes (but not limited to):

- a. Link Loss Budget
 - b. Acceptable test values and standard references
 - c. Testing procedure (includes test equipment operation)
- C. Delivery and Warranty:
The CONTRACTOR shall complete all inspection and commissioning requirements prior to final inspection. The fiber optic cable shall include a one (1) - year full service and parts warranty.
- D. Documentation:
Documentation of the fiber optic cable plant is an integral part of the design, installation and maintenance process for the fiber optic network. Documenting the installation properly will facilitate installation, allow better planning for upgrading, and simplify testing and future modifications. Documentation of the fiber optic cable plant should follow ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings. The fiber optic cable plant should be documented as to the exact path that every fiber in each cable follows, including intermediate connections and every connector type. Documentation should also include Test Data, i.e. Power Loss Test and OTDR.
- E. Final Inspection:
The CONTRACTOR shall conduct a final inspection with GPA and document the findings in a final inspection report. The inspection shall concentrate on the items identified at the pre-final inspection and recorded in the pre-final inspection report. The final inspection report shall: (1) certify that all items of the design have been implemented and that the construction is complete, and (2) include a record of "signed and sealed" as-built drawings and specifications verifying that all development standards have been met. At the final inspection, the CONTRACTOR shall present a completed form for the Transfer and Acceptance of Real Property to GPA for signature and acceptance.

3.3.10. Demobilization

The CONTRACTOR shall demobilize facilities and construction equipment as necessary, and restore the site surrounding the fiber optic cable to pre-construction conditions. The CONTRACTOR shall remove any temporary facilities and implement erosion control measures such as seeding, mulching, sodding, and erosion control fabrics; restore roads, structures, and utilities; and plant trees, shrubbery, grasses, and other vegetation. The CONTRACTOR shall document and report on these activities. All costs associated with withdrawing from the site after completion of work, including CONTRACTOR's personnel, facilities, equipment, cleaning and securing the site shall be included.

3.3.11. Full Documentation of All Equipment and Construction Work

The CONTRACTOR shall provide the following documents either during construction or upon commissioning:

- A. As-built electrical, communications, mechanical and civil drawings for all installed systems
- B. Owner's manual for all complete systems (i.e., fiber optic cable, etc.)
- C. Spare Parts list with part number, supplier, cost and recommended number to have in inventory
- D. O&M manual for the fiber optic cable and its accessories

3.3.12. Spare Parts

The CONTRACTOR shall provide a tracer for conduit/fiber optic cable location as a tool for maintenance.

3.4. Additive Bid Items

The following are general descriptions of the Additive Bid Items listed in the Bid Schedule. The BIDDER shall include, in the Technical Proposal, more detailed scope of work descriptions for each Additive Bid Item for evaluation:

- A. **Dededo CT Substation to T&D Administration Building Fiber Connection**
The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Dededo Indoor Substation to T&D Administration Building. The fiber will go through the manhole/handhole installed on Fiber Route 3 (Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building) and 60 feet of slack fiber provided inside the manhole/handhole before entering T&D Administration Building. This shall include but not limited to the installation of closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination of fibers both at Dededo Indoor Substation and T&D Administration Building. Fiber installation method shall be underground and air-blown (Figure 3.4A).
- B. **Talofofo Substation to Talofofo Diesel Powerplant Fiber Connection**
The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Talofofo Substation to Talofofo Diesel Powerplant. This shall include but not limited to the installation of a new 24" x 24" wall mounted equipment cabinet, closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination fibers both at Talofofo Substation and Talofofo Diesel Powerplant. Fiber installation method shall be underground and air-blown (Figure 3.4B).
- C. **Splice 24 strands in MH-25A located at the back of previous GPA Office in Harmon (Figure 3.4C)**

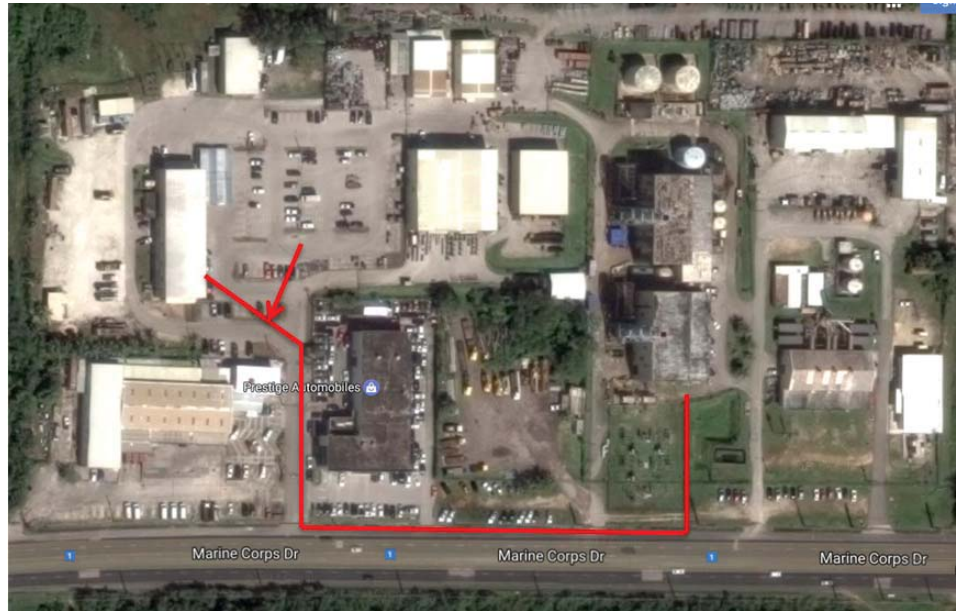


Figure 3.4A

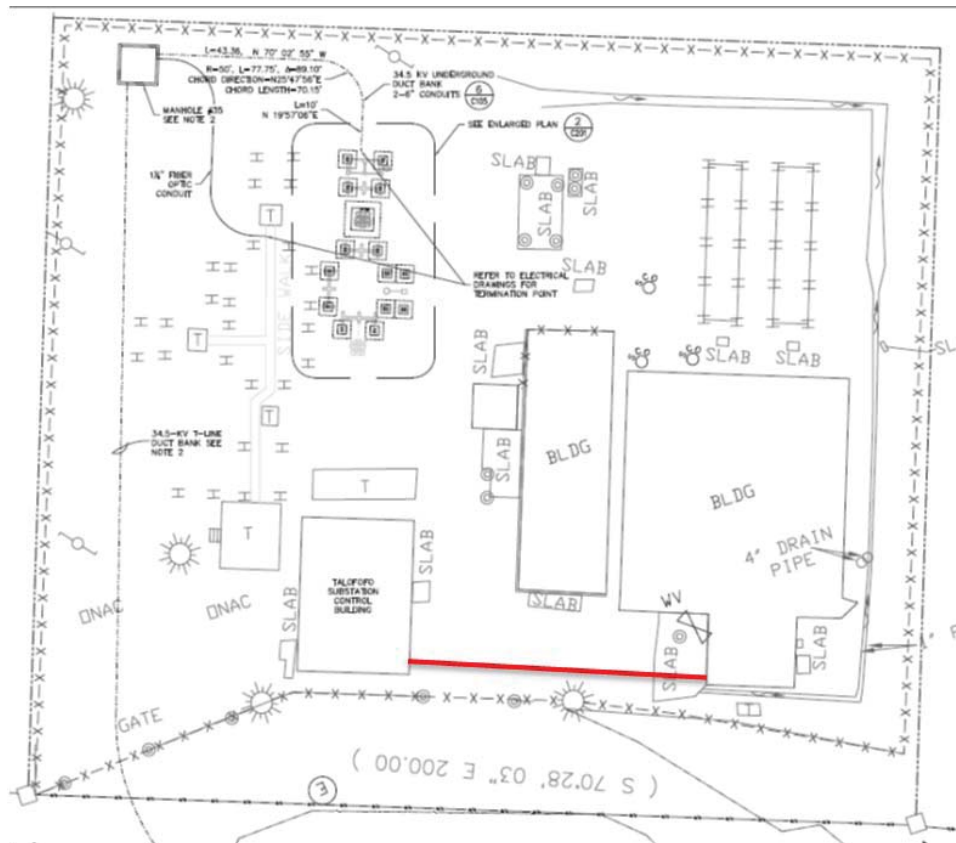


Figure 3.4B



Figure 3.4C

GPA shall have the option of instructing the CONTRACTOR to proceed with any Additive Bid Item throughout the duration of the contract.

4. Contractor Use of Site

The CONTRACTOR shall confine all operations to within the vicinity of the site limits and shall arrange his work so that all materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon other contractors, employees, equipment of GPA and the public.

5. Materials

All materials shall be new, free from defects, and shall be of the best commercial quality for the purpose specified. All materials shall conform to federal and local codes and standards applicable to this type of work i.e. NEMA, ANSI, IEEE, ASTM etc. All necessary items and accessories not specified herein, but which are required to fully carryout the specified intent of the work, shall be furnished by the CONTRACTOR at no cost to the owner.

6. Inspection

Right to Inspection:

GPA shall have the right to conduct inspections of any work conducted. Any inspection made by the inspector of GPA and/or its designee will be final. Such inspections or the witnessing of CONTRACTOR's test and inspection by GPA and/or its designee shall not relieve the CONTRACTOR

of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

Inspectors:

Inspectors may be placed by the OWNER to supervise each and every subdivision of the work or any parts or process thereof. The authorized inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used. The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the CONTRACTOR or the employees thereof shall be sufficient reason, if the OWNER shall so decide, to annul the contract.

In the event that GPA or Engineer is needed to do inspection or witness the production, construction or testing beyond regular working hours, the cost and expense arising therefrom shall be borne by the CONTRACTOR.

7. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the CONTRACTOR from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract.

The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the CONTRACTOR from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

8. Schedule of Values

Within three (3) days after receipt of notice to proceed, the CONTRACTOR shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

In making such partial payments there shall be retained 10 percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract. However, if the Contracting Officer, at any time after 50% of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50% stage of completion. Also, whenever the work is substantially complete, the Contracting officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount.

9. Shop Drawings

The CONTRACTOR shall submit for the information of GPA, shop and setting drawings and schedules required by the specifications or that may be requested by GPA.

Drawings and schedules shall be submitted in duplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

10. Protection of Property and Work

The CONTRACTOR shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

11. Restoration of Property

Any property damages to private and public properties, buildings, equipment, or utilities during the course of the work shall be restored to its original condition at no expense to GPA.

12. Guarantee

Upon completion of the construction work, furnish GPA a written guarantee that workmanship and materials used are as specified, and that the CONTRACTOR shall make good or repair at his own expense immediately, any defects in such workmanship and materials, other than ordinary wear that may develop, within one year from the date of final acceptance of work.

13. Cleanup

Throughout the construction work, clean and remove from the work site all packed cartons, cans, rubbish and all debris resulting from the work and maintain the premises in a clean and orderly condition at all times. Upon completion, remove all rubbish, tools and equipment and turn over to GPA all used or unused excess materials, tools and equipment. The CONTRACTOR shall dispose rubbish and debris as per approved GEPA disposal plan.

14. Use of Premises and Removal of Debris

The CONTRACTOR expressly agrees to undertake the following at his own expense:

- A. To take every precaution against injuries to persons or damages to property
- B. To comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities
- C. To perform any work necessary to be performed after regular working hours or on Saturdays, Sundays or legal holidays without additional expense to GPA
- D. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors
- E. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work
- F. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance
- G. To affect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of GPA, not to cut or otherwise alter the work of any contractor
- H. Before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all finished surfaces

15. Acceptance

The work shall be deemed completed upon documented acceptance by GPA and shall constitute final acceptance of the work.

16. Final Report

Five (5) copies of final reports shall be submitted to GPA after testing and commissioning are completed. The report shall include but not limited to:

- A. Summary of Work Performed
- B. Inspection and Test Criteria
- C. All test results
- D. List of materials used
- E. As-built drawings
- F. Commissioning Reports
- G. Recommendations

17. Barricades

The CONTRACTOR shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

18. Electrical Energy

The CONTRACTOR shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of work. He shall provide all temporary wiring necessary.

19. Water

The CONTRACTOR shall make all necessary applications, pay all fees and charges, and obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

20. Signs

The CONTRACTOR shall erect a sign at the project site at his own expense. The location of sign shall be directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that shall appear on the sign shall be furnished by the Contracting Officer to the Contractor.

21. Working Hours

Working hours shall be between 7:30 a.m. and 4:30 p.m. Monday through Friday.

22. Time Restrictions for Performing Work

No work shall be carried out onsite outside of the specified working hours or on Saturdays, Sundays, or legal holidays without the Engineer's written consent unless the work is unavoidable, absolutely necessary to save life or property, or necessary for the safety of the work, in which case the CONTRACTOR shall immediately advise the Engineer. Engineer shall not unreasonably withhold any such consent save in exceptional circumstances, nor do so if work outside of the specified working hours or on Saturdays, Sundays, or legal holidays is considered by CONTRACTOR to be necessary to meet the Contract Time. The services of the Inspector and Engineer will be charged to the CONTRACTOR.

23. Outages

The CONTRACTOR shall coordinate, schedule, and obtain written permission from GPA at least two (2) weeks in advance prior to all requested power shutdown and/or outages. Outages affecting customers may be limited to 6 hours per day and scheduled non-consecutively.

24. Time of Completion and Liquidated Damages

The CONTRACTOR must agree to fully complete the basic work under the contract within three hundred sixty-five (365) calendar days from the issuance of the Notice to Proceed (NTP). The CONTRACTOR must also agree to pay to GPA the amount of one thousand dollars (\$1,000.00) per

calendar day, not as a penalty, but as reasonable liquidated damages for failing, neglecting or refusing the work within the time specified.

25. Safety and Health Requirements

25.1. Compliance with Federal and Local Safety Regulations

The CONTRACTOR shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, NW, Washington, DC 20013. The CONTRACTOR shall comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

25.2. Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

Should typhoon warnings be issued, the CONTRACTOR shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work. The CONTRACTOR shall undertake these precautions at his own expense.

25.3. Responsibility of Contractor to Act in Emergency

In case of an emergency, which threatens loss or injury of property and/or safety or life, the CONTRACTOR shall act, without previous instructions from GPA, as the situation may warrant. He shall notify the GPA thereof immediately thereafter of any compensation claimed by the CONTRACTOR. Substantiating documents regarding expenses shall be submitted to GPA and the amount of compensation shall be determined by agreement or by GPA subject to review procedures provided under Guam's Procurement Law and Claims Act.

25.4. Contractors and Subcontractors Insurance

The CONTRACTOR shall furnish certificates of insurance and waiver of subrogation endorsement to GPA prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least ten (10) days after receipt of written notice to GPA. At all times CONTRACTOR's insurance shall be primary to any other insurance that may be carried by GPA. The statement of limits of insurance coverage shall not be construed as in any way limiting the CONTRACTOR's liability under this agreement. GPA shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate as such.

25.5. Indemnity

The CONTRACTOR shall indemnify, defend and hold harmless GPA against all loss, damage, or expense (including reasonable attorney's fees incurred by GPA) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts of omission of the CONTRACTOR or the CONTRACTOR's employees, servants, agents or subcontractors and from mechanics and material liens.

END OF VOLUME II

INVITATION FOR MULTI-STEP BID NO.: GPA-094-17

GPA PROJECT NO.: E-100268

**FIBER TO FADIAN PROJECT
DESIGN AND CONSTRUCTION**



VOLUME III

CONTRACT

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CONTRACT

(Contractor)

GUAM POWER AUTHORITY

2017

MULTI-STEP BID NO.: GPA-094-17

FOR

FIBER TO FADIAN PROJECT
DESIGN AND CONSTRUCTION

FORMAL CONTRACT

This Agreement and Formal Contract ("Contract"), is made and entered into on the _____ day of _____, 2017 by and between:

_____, hereinafter referred to as CONTRACTOR, duly organized, licensed, registered and qualified to do business in Guam with its principal address at _____

and

Guam Power Authority, hereinafter referred to as the "Authority" or "GPA", a Public Corporation with its office located at Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913;

RECITALS

WHEREAS, GPA desires to design and installation of fiber optic cable for the following locations:

1. Gloria B Nelson Public Service Building (GBNPSB) (GPA Fadian Office) to Pagat Substation
2. Latte Heights MH-16A to Route 1 and Route 26 Intersection (near Dededo KFC)
3. Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building
4. Dededo Indoor Substation to Dededo CT Substation
5. Route 1 and Route 26 Intersection (near Dededo KFC) to Macheche Substation
6. GPA's manhole located in Upper Tumon along Route 1 (Marine Corp Drive) to the Guam Waterworks Authority (GWA) Upper Tumon Office; and

WHEREAS, GPA has provided adequate public announcement of the need for such services through an Invitation for Multi-Step Bid, GPA-094-17, describing the type of services required and specifying the type of information and data required of each bidder; and

WHEREAS, CONTRACTOR submitted a bid proposal to design and install fiber optic cable for Fiber Interconnection Project; and

WHEREAS, GPA, upon evaluation of the submitted bid proposal, determined that CONTRACTOR is the most responsive bidder to provide the services set forth in the Multi-Step Bid; and

WHEREAS, CONTRACTOR is fully willing to provide, and is capable of performing the design and install fiber optic cable for Fiber Interconnection Project, set forth in the Multi-Step Bid and Agreement in accordance with the terms and conditions thereof; and

WHEREAS, the Consolidated Commission on Utilities has determined that to hire CONTRACTOR to design and install fiber optic cable for Fiber Interconnection Project is in the best interest of GPA.

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR and GPA hereby agree as follows:

SECTION 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

“\$”

The term “\$” refers to currency in U.S. dollars.

“Approved”

The word "Approved," when applied by ENGINEER to CONTRACTOR's drawings or documents, shall mean that the drawings or documents are satisfactory from the standpoint of interfacing with GPA-furnished components, and/or that ENGINEER has not observed any statement or feature that appears to deviate from the Specification requirements.

“Approved As Revised”

The words "Approved As Revised," when applied by ENGINEER to CONTRACTOR's drawings or documents shall mean that the drawings or documents are approved as defined above, except that the corrections shown are required for the proper interfacing with GPA-furnished components or are necessary to be in conformance with the Specification's requirements.

“Change Order”

A written instrument to CONTRACTOR signed by GPA authorizing an addition, deletion, or revision in the goods or special services, or an adjustment in the purchase order price or the delivery time, issued after the effective date of the Contract Agreement (Agreement).

“Contract”

The term "Contract" means the Fiber Interconnection Project Design and Construction Contract executed as a result of this Multi-Step Bid.

“Contract Agreement (Agreement)”

The written agreement between GPA and CONTRACTOR covering the furnishing of the Goods, Special Services, and other services in connection therewith evidencing what is contemplated and agreed to between the parties including any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

“Contract Documents”

The Contract Agreement, Bonds (where required), these General Conditions, these Conditions of Contract, any Supplementary Conditions, the Specifications, the Drawings and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

“Contracting Officer”

The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

“CONTRACTOR”

The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.

“Day”

A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Defective”

An adjective which when modifying the words Goods or Special Services refers to Goods or Special Services which are unsatisfactory, faulty, deficient, do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

“Delivery Time”

The total number of days or the dates stated in the Contract Agreement for furnishing the Goods and/or Special Services.

“Drawings”

Drawings are all official drawings approved by the ENGINEER and showing the character and scope of the Goods to be furnished.

“Effective Date of the Contract Agreement”

The date indicated in the Contract Agreement on which it becomes effective, or if no such date is indicated, the date by which the Contract Agreement is signed by both parties.

“ENGINEER”

Wherever the words "ENGINEER" or "ENGINEERS" appear in the CONTRACT Documents, it shall mean GPA's ENGINEER, duly appointed as "ENGINEER". GPA shall assign several ENGINEERS as required to cover specialized areas of expertise.

“ENGINEER's Instructions”

Written instructions issued by ENGINEER which clarify or interpret the CONTRACT Documents or order minor changes or alterations in the Goods or Special Services to be furnished but which do not involve a change in the Purchase Price or the Delivery Time.

“Forms Enclosed”

The copies of the Formal Contract and Bid Bond, enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

“General Manager”

The General Manager is the Chief Executive Officer of the GPA. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of the GPA.

“Goods”

All property required to be furnished by CONTRACTOR under the procurement documents.

“Modification”

A written amendment of the Contract Agreement signed by both parties, or Change Order, or ENGINEER's Instructions.

"Notice"

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.

"OWNER"

The term "Owner", "GPA" or "Authority" as used herein means the Guam Power Authority, and shall include the Governor of Guam, and/or his authorized representatives.

"Point of Delivery"

The place at which property in the goods shall pass to GPA shall be CIF landed at job-site, Guam, unloaded.

"Procurement Officer"

The General Manager of the GPA or the General Manager's designee.

"Project"

The plant, facilities, or works, the Goods and Services are to be used for or incorporated into.

"PURCHASER"

The Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

"Seller"

The CONTRACTOR.

"SITE or Site"

The SITE is the area where the Project is to be constructed or executed.

"Special Services"

Services to be furnished by the CONTRACTOR at the Site as required by the Contract Agreement.

"Territory"

The Territory of Guam.

SECTION 2. PURPOSE AND SCOPE OF SERVICES

2.1 Purpose

CONTRACTOR agrees to provide all the services as required under Volumes I Commercial Terms and Conditions and Volume II Technical and Functional Requirements, herein and GPA agrees to pay for all the services rendered in the amount, as stipulated in Section 6, the services for the Fiber to Fadian Project Design and Construction on or about 365 Calendar Days after NTP.

2.2 General Scope Requirements

The CONTRACTOR shall be responsible for all aspects of project implementation including:

- A. Necessary permits
- B. Adherence to all applicable codes and standards
- C. Foundation design: using manufacturer's standard design or modified design with expected impacts clearly delineated
- D. Interconnection equipment coordination with GPA
- E. Installation design: addressing all electrical, mechanical and civil systems
- F. Fiber optic cable and other necessary equipment procurement and delivery. Procurement and delivery shall include lead time to manufacture the fiber optic cables and other necessary equipment and accessory.
- G. All on-site construction, fiber optic installation and interconnection
- H. Commissioning and performance testing, and if needed, with coordination of third-party verification by other GPA contractor.
- I. Parts list of manufacturers, part numbers and costs of all parts that are expected to need replacement during the first 10 years of fiber optic cable operation either during normal O&M procedures or anticipated failure/repair event
- J. CONTRACTOR-provided training and supervision for GPA on all aspects of fiber optic operation and normal periodic O&M procedures (i.e., quarterly, semi-annual or annual O&M events) for a period of one (1) year.
- K. Full documentation of all equipment, warranties, manuals, etc.
- L. Spare parts kit for the fiber optic which includes operation and safety parts and tools, and supplies for common maintenance.

The CONTRACTOR shall include the submission of a Master Project Schedule outlining anticipated start and end dates for each of the functional activities listed above.

The CONTRACTOR shall provide all labor and materials including taxes, equipment, means, and operations necessary to purchase and construct the fiber optic communications cable and related features.

2.3 Special Conditions

It shall be the CONTRACTOR's responsibility to verify the existing conditions at the site during either the official pre-bid walkthrough or subsequent site visits to the property. During the pre-bid walkthrough, all areas for project construction will be available for observation.

Any physical disruption to the site that is necessary for the construction and interconnection shall be repaired as nearly as possible to its original state.

The CONTRACTOR must maintain a clean worksite and take all necessary measures to prevent any erosion or distribution of loose material away from the site.

The CONTRACTOR must identify any malfunctioning or defective equipment and report such incidences to GPA. The GPA shall decide on the corrective action.

The CONTRACTOR must ensure that all product warranties are active when the project becomes operational. Documentation of product warranties shall be provided to GPA upon commissioning.

The CONTRACTOR shall be required to maintain detailed records. For compliance with GPA's requirements, the CONTRACTOR shall submit monthly reports that track % completion for the major project tasks.

The CONTRACTOR must comply with any applicable requirements identified in the final consultation response letter from the Guam Historic Resources Division or the Guam State Historic Preservation Officer regarding the NHPA Section 106 compliance.

2.4 Communication Means

CONTRACTOR shall provide Engineer a means of communication to be used during the duration of the project.

2.5 Inspection

Right to Inspection:

GPA shall have the right to conduct inspections of any work conducted. Any inspection made by the inspector of GPA and/or its designee will be final. Such inspections or the witnessing of CONTRACTOR's test and inspection by GPA and/or its designee shall not relieve the CONTRACTOR of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

Inspectors:

Inspectors may be placed by the OWNER to supervise each and every subdivision of the work or any parts or process thereof. The authorized inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used. The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the CONTRACTOR or the employees thereof shall be sufficient reason, if the OWNER shall so decide, to annul the contract.

In the event that GPA or Engineer is needed to do inspection or witness the production, construction or testing beyond regular working hours, the cost and expense arising therefrom shall be borne by the CONTRACTOR.

2.6 Scope of Work - Basic Bid Items

The following are general descriptions of the Basic Bid Items listed in the *Bid Schedule*. The BIDDER shall include, in the Technical Proposal, more detailed scope of work descriptions for each Basic Bid Item for evaluation.

2.6.1 Mobilization

The CONTRACTOR shall be responsible for all preparatory operations performed by the CONTRACTOR, including but not limited to, those necessary for the movements of its personnel, equipment, supplies and incidentals to the project site; for premiums on bonds for the project, and for other operations which it must perform or costs it must incur before beginning construction on the various items on the project site.

The CONTRACTOR shall submit to GPA for approval a proposed work schedule with milestones, deliverables and timelines no later than ten (10) days after issuance of the Notice to Proceed. The schedule shall be prepared in a bar chart format and shall display scheduled and actual progress. The schedule shall show the work broken down into major phases and key items with the dates work is expected to begin and be completed. The schedule shall be updated and submitted to GPA every month. The schedule shall show actual progress and any proposed changes in the schedule of remaining work. The CONTRACTOR shall not change the accepted project schedule without prior concurrence of GPA.

2.6.2 Permits, Bonds and Codes

The CONTRACTOR shall secure all permits and bonds required for the construction of this project, including but not limited to those required by the Department of Public Works, Guam Waterworks Authority, Guam Telephone Authority and Department of Parks and Recreation. The CONTRACTOR shall provide assistance with obtaining the Department of Land Management (DLM) Zone Variance for Height permit if needed.

The CONTRACTOR shall also be responsible for applying for and obtaining all other federal, local and other applicable permits, agreements, licenses, and certificates to complete this project, unless otherwise stated in this document. Copies of the permits and approvals shall be submitted to GPA before starting work.

The CONTRACTOR shall adhere to all applicable codes governing electrical, mechanical, civil, structural systems, etc.

2.6.3 Site Survey

The CONTRACTOR shall perform all site survey work required for preparation of the design and as-built drawings and for construction completion. All costs required for furnishing instruments and miscellaneous survey materials shall be included.

2.6.4 Foundation Design

The CONTRACTOR shall develop a site-specific foundation design to be submitted to GPA for review. Foundation designs must be accompanied with the stamp of a registered Professional Engineer (PE) in the appropriate discipline. The Foundation Design shall identify locations specific to the project. This includes but not limited to fiber optic cable termination and splice locations, trenching locations, manhole/handhole locations including GPS coordinates, and utility locations for all routes described in Site Descriptions.

The CONTRACTOR is responsible for trenching, excavation, and removal of all bushes, trees or other necessary work needed for fiber optic cable installation. At the completion of the construction phase, the CONTRACTOR shall provide documentation showing state of the project site before and after construction. This shall be used to restore the project site as nearly as possible to its original conditions, with the exception of equipment integral to the project.

2.6.5 Integrated Design Plan – Addressing All Electrical, Communication, Mechanical and Civil Systems

The integrated design plan shall include but not limited to the following:

- A. Site Map:
The Site Map shall indicate the proposed fiber optic cable path/location and the layout of other project components.
- B. Site Plan:
Site Plan shall identify all construction activities that will be undertaken on the project site fiber optic cable installation and path of the fiber optic cable for all routes described in Site Description. The CONTRACTOR shall perform site survey work as necessary to prepare site for construction activities. Security and access controls shall be secured and implemented by the CONTRACTOR to prevent unauthorized entry to site during construction.
- C. Foundation Design:
The Foundation Design shall identify locations specific to the project. This includes but not limited to fiber optic cable installation locations, trenching locations, manhole/handhole locations, and utility locations for all routes described in Site Descriptions.
- D. Single-Line Interconnection Diagram
The Single-Line Interconnection Diagram shall detail all manholes/handholes, termination points, mid-span splices, slack fibers, and traffic control details.
- E. Schematic Design:
 - a. Cabinet schematics (elevation, equipment locations i.e. closet connector housing, closet connector panels, etc.).
 - b. Fiber optic cable installations details (splice tray/cassette details, color coding, active, spare and unused fibers, etc.).
 - c. Fiber optic cable splice diagrams (termination schedule, etc.).
 - d. Recommendations for coordination with existing GPA protective devices.
- F. Lane (road) closure and traffic control details and plans which are DPW approved.
- G. Manhole/handhole details (Latitude and Longitude coordinates, etc.). This shall show but not limited to entry/exit details of fiber optic cable inside manholes, installation details of fiber optic cable inside manholes/handholes, and location of splice points and enclosure.
- H. Fiber Spans details (span lengths etc.)
- I. Fiber Optic Cable Design Specifications
- J. Fiber Optic Cable installation materials and accessories specifications (i.e. fiber optic equipment cabinet, splice enclosure, splice tray, patch cord, etc.)
- K. Fiber Optic Cable Installation and Testing design and procedures
- L. System Acceptance Test (SAT) and Commissioning Plan
- M. Project Documentation (As-built)

The fiber optic cable design plan shall consider (but not limited to):

- A. Fiber optic cable installation shall be underground and method shall be air-blown.
- B. Outside plant and indoor plant fiber optic cable to be installed shall be 96 strand single mode.
- C. Fiber optic cable and fiber splice enclosure shall be properly secured inside the manholes/handholes. Provide at least one (1) feet clearance between fiber optic cable and the 34.5kV underground transmission line if inside the same manhole.
- D. Penetration to existing manholes/handholes shall be 2" core-drill size. End-bells shall be installed at both sides of the new opening made on the manhole/handhole. Duct seal shall be applied to seal conduit openings after pulling the fiber optic cable.
- E. 60 feet (120 feet total) of fiber optic slack cable per entrance shall be installed at each manhole/handhole.

- F. Fiber splice enclosures shall be used for splices inside the manholes/handholes.
- G. Fiber optic cables shall be installed in an approved conduit. Conduit to be used shall be of high-density polyethylene (HDPE) type, resistant to cracking or shattering, have UV protection when used as ground riser, and have lower coefficient of friction than PVC stick pipe, has tracer for conduit/fiber optic cable location, and for blown air-blown fiber application.
- H. A manhole/handhole shall be installed at Route 1 and Route 26 Intersection (near Dededo KFC) to house the splice point linking Pagat, Dededo, and Macheche Substations.
- I. Manholes/handholes shall be installed at around 1000 feet if path is curve and 3000 feet on straight runs if there is a need between fiber optic cable runs to act as "pull box". Manholes/handholes shall also be installed at both sides of the road should the fiber run through road crossings. Manholes/handholes to be installed shall be traffic grade rated. Bollards of approved design for fiber application shall be installed to mark installed manholes/handholes and underground fiber optic cable run.
- J. Fiber optic cables shall be routed to cable trenches or trays at:
 - a. GPA Fadian Main Office
 - b. Pagat Substation
 - c. Dededo Indoor Substation
 - d. Dededo CT Substation
 - e. Macheche Substation
 - f. GWA Upper Tumon Office
 - g. T&D Administration Building
 - h. Talofoto Substation (if additive bid is awarded)
 - i. Talofoto Powerplant (if additive bid is awarded)
- K. Fiber optic cables shall be placed in orange innerducts inside the cable trenches or trays.
- L. Outside Plant Fiber Optic Cables within a building cannot exceed 50 feet from the point of entrance into the building. Outside Plant Fiber Optic cable must also be terminated in a NEC approved enclosure transitioning to Inside Plant Fiber Optic Cable.
- M. CONTRACTOR shall comply with applicable Fire Stopping codes and standards. All penetrations shall be protected by approved firestops. Fire stopping compounds and devices shall be used whenever a fire separation has been breached by installation works.
- N. A new 24" x 24" wall mounted equipment cabinet shall be installed at:
 - a. T&D Administration Building
 - b. Talofoto Substation (if additive bid is awarded)
 - c. Talofoto Powerplant (if additive bid is awarded)
- O. A new full size equipment cabinet shall be installed at:
 - a. Dededo Indoor Substation
 - b. Dededo CT Substation
 - c. Macheche Substation
 - d. GWA Upper Tumon Office
- P. Fiber optic cables shall be terminated at the Closet connector housings (patch panels) supplied by the CONTRACTOR. Closet connector housings (patch panels) shall have eight (8) EA splice cassettes, 8 EA closet connector housing panels, and each closet connector housing panel shall be of type 12 fiber SC duplex. Fiber optic cable terminations shall be fusion spliced and shall be installed at
 - a. GPA Fadian Main Office
 - b. Pagat Substation
 - c. Dededo Indoor Substation
 - d. Dededo CT Substation
 - e. Macheche Substation

- f. GWA Upper Tumon Office
 - g. T&D Administration Building
 - h. Talofoto Substation (if additive bid is awarded)
 - i. Talofoto Powerplant (if additive bid is awarded)
- Q. Only 24 strands shall be terminated with SC Connectors. 12 being the main fibers and the other 12 being the spare fibers.
- R. Fiber optic cable splicing shall be fusion splice not mechanical splice.

Telecommunication system, fiber plant design, installation, acceptance testing, and fiber optic cable documentation must be certified by a RCDD. All work must comply with applicable GPA, ANSI, TIA/EIA standards.

Documentation of the fiber optic cable plant should follow the appropriate class ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings. The fiber optic cable plant should be documented as to the exact path that every fiber in each cable follows, including intermediate connections and every connector type. Documentation should also include insertion loss data and optional OTDR traces.

CONTRACTOR shall conduct a Factory Acceptance Test (FAT) witness by two (2) GPA representatives. Contractor shall bear all the cost of the FAT including travel and accommodation for the two (2) GPA representatives.

Tests should be conducted in compliance with TIA/EIA 526-7 (single mode). Each individual fiber in a cable must be tested with an OTDR for length and transmission anomalies while on the reel before installation, and after cable installation. A RCDD must review and approve all test (FAT, at the reel, and after installation) done on the fiber optic cable.

The CONTRACTOR shall submit to GPA for review the pre-final design drawings in the following formats: hard copy of appropriate size, AutoCAD 2013 and PDF. Construction shall not commence until the design drawings are approved by GPA. The approval of GPA shall not relieve the CONTRACTOR from the responsibility of corrective actions if defective or inadequate work was overlooked.

The CONTRACTOR shall submit to GPA the approved final design drawings in the following formats: hard copy of appropriate size, AutoCAD 2013 and PDF before construction commences.

2.6.6 General Underground Installation Requirements

Underground fiber optic cable installation shall generally conform to trenching on road or roadside at a minimum depth of 24" using a minimum 2.5" saw cutter. Use 2" approved micro-duct conduit designed for blown fiber/micro trenching applications. Ensure the 2" micro-duct conduit can meet future requirement to add another fiber cable should it be required. 2" micro-duct conduit shall have two (2) inner tubes; the first tube shall be active tube and second tube shall be the spare tube.

Reinstatement material shall be a high modulus material that once cured, achieves high bond strength to the cut asphalt faces. Acceptable reinstatement material includes but may not be limited to:

- A. EZ Street Cold Asphalt Technology
- B. Perma Patch
- C. Stirling Lloyd's Safetrack Crack Infill

Bedding sand shall be added below and above the 2" conduit. Two inch red warning tape with "FIBER OPTIC CABLE" marking should be added at a maximum depth of 12".

A GPA Concrete Placement Release Card shall be accomplished by the Contractor prior final reinstatement. Road restoration shall comply with approved DPW standard.

2.6.7 Procurement and Delivery of Fiber Optic Cable and Other Necessary Equipment

The CONTRACTOR shall be responsible for the procurement and delivery of all fiber optic cable and other necessary equipment to construct and install this project in a turn-key manner. The new fiber optic cable and accessories shall be compatible and shall work seamlessly with existing installed GPA fiber optic infrastructure.

The CONTRACTOR shall provide the fiber optic cable and equipment specifications that are required for the underground installation and fiber optic cable splicing. They include but not limited to the following equipment:

- A. 96 strand single mode fiber optic cable (outside plant)
- B. 96 strand single mode fiber optic cable (indoor plant)
- C. Fiber optic equipment cabinets
- D. Closet connector housings (patch panels)
- E. Closet connector housing panel with 12 fiber SC duplex type adapters
- F. Pigtaills
- G. Splice cassettes
- H. Splice tray
- I. Splice sleeves
- J. Splice enclosures
- K. Orange innerduct
- L. Micro-duct conduit

The CONTRACTOR shall supply Singlemode Fiber. Installed fiber must meet or exceed the following performance specifications set forth in the following Single-Mode ITU Standards:

- A. ITU-T G.652 defines the characteristics of single-mode optical fiber cable
- B. ITU-T G.655 defines the characteristics of a non-zero-dispersion-shifted single-mode optical fiber and cable
- C. ITU-T G.657 defines the characteristics of a bending loss-insensitive single-mode optical fiber and cable for the access network

Riser or plenum rated cable shall be used for all interior installations. Riser or plenum cable shall be used for all interior installations and shall meet or exceed applicable ANSI/TIA-568-C standards and ISO/IEC 11801 standards.

Procurement and delivery of the fiber optic cable and necessary accessories includes lead-time to order and shipping to project site.

2.6.8 On-Site Fiber Optic Cable Construction, Installation and Interconnection

The CONTRACTOR's primary scheduled activities shall include, but are not limited to:

- A. Construction equipment delivery
- B. Site work: site survey, leveling, trenching, etc. activities to prepare the site for construction
- C. Fiber Reel Test Plan (Pre-Installation Test) and Report
- D. Fiber Installation Plan
- E. Fiber Splicing Plan
- F. Installation of conduits
- G. Installation and construction of fiber optic cable line
- H. Post Installation Test Plan and Test Report
- I. Restoration of surroundings to pre-installation conditions
- J. As built drawings

All construction work must comply with applicable GPA, ANSI, TIA/EIA, DPW standards.

The CONTRACTOR shall include the submission of a Master Project Schedule outlining anticipated start and end dates for each of the on-site construction, installation and interconnection activities.

Progress Meetings:

Monthly progress meetings shall be held throughout the duration of the project. GPA may request additional meetings if deemed necessary. Such meetings shall be attended by the CONTRACTOR either via phone or in person, by all active subcontractors and by GPA. The purpose of the meetings will be to discuss current work progress, design or construction issues, interface issues, and potential changes to the schedule. Meeting minutes shall be prepared by the CONTRACTOR within two (2) days to document the progress meeting.

Work Progress Reports:

The CONTRACTOR shall submit to GPA monthly reports on actual work progress. Such reports shall be submitted to GPA prior to the scheduled work progress meetings. The narrative shall contain a description of current and anticipated delaying factors, if any, impact of possible delaying factors, and proposed corrective actions. The reports shall be submitted as supporting documents for progress payments.

The CONTRACTOR shall furnish all labor, equipment, tools and materials to construct the underground fiber optic cable from the routes described for this project. This includes the installation of overhead fiber optic cable when necessary. The work shall include, but is not limited to, procurement of fiber optic cable and other materials, trenching, conduit and handhole installation and interconnection. All construction work must comply with applicable GPA, ANSI, TIA/EIA standards.

Fiber optic installation (i.e. splicing) shall be performed or supervised by a certified fiber optic installer. Current certifications and validity shall be provided to GPA.

2.6.9 Commissioning and Performance Testing

The CONTRACTOR shall conduct pre-commissioning through final inspection activities with the GPA Project Manager to demonstrate the successful installation and fully functional operation of the fiber optic cable and its subsystems.

The CONTRACTOR shall provide:

A. Pre-Commissioning Inspection:

The CONTRACTOR shall conduct a pre-commissioning walk-through inspection with the GPA and document the pre-commissioning inspection findings in a brief report. The report shall include a list of equipment/products installed, commissioning activities and tests to take place during the Commissioning Process.

B. Commissioning and Testing:

The CONTRACTOR shall provide a System Acceptance Plan (Commissioning Plan) 30 days prior to initiating commissioning and testing activities. The CONTRACTOR shall complete commissioning process and testing of all installed equipment and subsystems to establish operating and start-up condition and operational parameters. Test (Power Loss and OTDR) shall be done on one end and repeated on the other end. Commissioning activities shall include, but not be limited to:

- a. Verification of operation of fiber optic cable
- b. Verification of operation of equipment requirement for the fiber optic cable
- c. Continuity Testing
- d. Power Loss Testing
- e. OTDR Testing
- f. Commissioning Meeting to present the following:
 - i. All aspects of daily operations for the maintenance of the fiber optic cable
 - ii. All periodic maintenance procedures (daily, monthly, quarterly, semi-annually, annually)
 - iii. Detailed description of the fiber optic installation
 - iv. Detailed description of the fiber optic characteristics (strand coloring, allocation, etc.)
 - v. Testing and troubleshooting procedures
 - vi. Use of test tools and interpretation of testing results

Prior testing, CONTRACTOR shall submit a testing plan which includes (but not limited to):

- a. Link Loss Budget
- b. Acceptable test values and standard references
- c. Testing procedure (includes test equipment operation)

C. Delivery and Warranty:

The CONTRACTOR shall complete all inspection and commissioning requirements prior to final inspection. The fiber optic cable shall include a one (1) - year full service and parts warranty.

D. Documentation:

Documentation of the fiber optic cable plant is an integral part of the design, installation and maintenance process for the fiber optic network. Documenting the installation properly will facilitate installation, allow better planning for upgrading, and simplify testing and future modifications. Documentation of the fiber optic cable plant should follow ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings. The fiber optic cable plant should be documented as to the exact path that every fiber in each cable follows, including intermediate

connections and every connector type. Documentation should also include Test Data, i.e. Power Loss Test and OTDR.

E. Final Inspection:

The CONTRACTOR shall conduct a final inspection with GPA and document the findings in a final inspection report. The inspection shall concentrate on the items identified at the pre-final inspection and recorded in the pre-final inspection report. The final inspection report shall: (1) certify that all items of the design have been implemented and that the construction is complete, and (2) include a record of "signed and sealed" as-built drawings and specifications verifying that all development standards have been met. At the final inspection, the CONTRACTOR shall present a completed form for the Transfer and Acceptance of Real Property to GPA for signature and acceptance.

2.6.10 Demobilization

CONTRACTOR shall demobilize facilities and construction equipment as necessary, and restore the site surrounding the Fiber Optic Cable to pre-construction conditions. CONTRACTOR shall remove any temporary facilities and implement erosion control measures such as seeding, mulching, sodding, and erosion control fabrics; restore roads, structures, and utilities; and plant trees, shrubbery, grasses, and other vegetation. CONTRACTOR shall document and report on these activities. All costs associated with withdrawing from the site after completion of work, including CONTRACTOR's personnel, facilities, equipment, cleaning and securing the site shall be included.

2.6.11 Full Documentation of All Equipment and Construction Work

CONTRACTOR shall provide the following documents either during construction or upon commissioning:

- A. As-built electrical, communications, mechanical and civil drawings for all installed systems
- B. Owner's manual for all complete systems (i.e., fiber optic cable etc.)
- C. Spare Parts list with part number, supplier, cost and recommended number to have in inventory
- D. O&M manual for the fiber optic cable and its accessories

2.6.12 Spare Parts

The CONTRACTOR shall provide a tracer for conduit/fiber optic cable location as a tool for maintenance.

2.7 Scope of Work - Additive Bid Items

The following are general descriptions of the Additive Bid Items listed in the Bid Schedule. The BIDDER shall include, in the Technical Proposal, more detailed scope of work descriptions for each Additive Bid Item for evaluation:

- A. Dededo CT Substation to T&D Administration Building Fiber Connection
The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Dededo Indoor Substation to T&D Administration Building. The fiber will go through the manhole/handhole installed on Fiber Route 3 (Route 1 and Route 26 Intersection (near Dededo KFC) to T&D Administration Building) and 60 feet of slack fiber provided inside the manhole/handhole before entering T&D Administration Building. This shall include

but not limited to the installation of closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination of fibers both at Dededo Indoor Substation and T&D Administration Building. Fiber installation method shall be underground and air-blown.

- B. Talofoto Substation to Talofoto Diesel Powerplant Fiber Connection
The CONTRACTOR shall design and install a 96 strand single mode fiber optic cable from Talofoto Substation to Talofoto Diesel Powerplant. This shall include but not limited to the installation of a new 24" x 24" wall mounted equipment cabinet, closet connector housing (patch panel), splice cassettes, and other necessary accessories to allow termination fibers both at Talofoto Substation and Talofoto Diesel Powerplant. Fiber installation method shall be underground and air-blown.
- C. Splice 24 strands in MH-25A located at the back of previous GPA Office in Harmon.

SECTION 3. CONDITIONS PRECEDENT

3.1 CONTRACTOR's Submittals

CONTRACTOR shall supply the following to GPA, each in form and substance satisfactory to GPA unless such condition precedent is waived by GPA:

- A. A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws
- B. Certificate of Good Standing to conduct business in jurisdiction of residence
- C. Information regarding outstanding claims against the BIDDER, if any
- D. Accomplished forms and affidavits defined in Volume IV
- E. A current Guam Business License. Although it is not required in order to provide a Bid for this engagement, obtaining a Guam Business License is a pre-condition for entering into a Contract with the Authority

3.2 GPA's Submittals

GPA shall supply the following, each in form and substance satisfactory to CONTRACTOR unless such condition precedent is waived by CONTRACTOR:

- A. Copies of resolutions adopted by the Consolidated Commission on Utilities (CCU) authorizing the execution, delivery and performance by GPA of this Agreement, each certified by the corporate secretary of the CCU in a manner satisfactory to CONTRACTOR;

3.3 Insurance

CONTRACTOR shall obtain all insurance specified in Section 32 of this Agreement.

SECTION 4. CONTRACT DOCUMENTS

4.1 Documents Included

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

- A. This Contract
- B. Amendments to Multi-Step Bid No.: GPA-094-17
- C. Multi-Step Bid No.: GPA-094-17
- D. CONTRACTOR's Proposal for Multi-Step Bid No.: GPA-094-17
- E. Performance Bond
- F. Major Shareholders Disclosure Affidavit
- G. Audited financial information on CONTRACTOR's firm and all subcontractors that will be used in the project (if applicable)
- H. Certificate of Good Standing to conduct business in jurisdiction of residence
- I. Non-collusion Affidavit
- J. No Gratuities or Kickbacks Affidavit
- K. Ethical Standards Affidavit
- L. Declaration RE Compliance with US DOL Wage Determination
- M. Bid Bond
- N. Restriction Against Contractors Employing Sex Offenders from Working at Government of Guam Venues
- O. A current Guam Business License. Although it is not required in order to provide a bid for this engagement, obtaining a Guam Business License is a pre-condition for entering into a contract with the Authority.

4.2 Discrepancies

In the case of discrepancies or conflicts between the above-referenced contract documents, this Contract shall take precedence over GPA-094-17, and CONTRACTOR's proposal submitted in response to the MULTI-STEP BID. In case of discrepancies or conflicts between the Amendments to GPA-XX-17, the Amendments shall take precedent. CONTRACTOR believe that there is any discrepancy or inconsistency between this Contract and the other contract documents, CONTRACTOR shall bring such discrepancy to the attention of the General Manager before proceeding with the work affected thereby. Discrepancies shall be resolved to GPA's favor if work is initiated prior to CONTRACTOR bringing such discrepancies to GPA's attention.

4.3 Presumption of Familiarity

It will be conclusively presumed that CONTRACTOR has read, examined and agreed to each and every term, condition, provision, covenant or agreement contained within each and every Contract Document. CONTRACTOR is assumed to be familiar with all federal (U.S.) And local laws, ordinances, rules and regulations of Guam that in any manner affect the work. Ignorance of law on the part of CONTRACTOR will not relieve CONTRACTOR from responsibility.

SECTION 5. CONTRACT TERM

5.1 Term

The term of this Contract shall be for a three hundred sixty five calendar (365) days after NTP on _____, 2017 and shall continue until the midnight of _____, 2017.

SECTION 6. COMPENSATION FOR SERVICES

6.1 Payment

GPA shall pay CONTRACTOR for costs and services rendered hereunder in accordance with this Agreement. Compensation for services performed and provided by CONTRACTOR shall be on a monthly basis at the rate stipulated in this section. CONTRACTOR shall invoice GPA once a month, and payment shall be made within 30 days of after receipt of an acceptable invoice. In the event of any dispute with regard to any portion of the invoice, the undisputed portion shall be paid pending settlement of the dispute. Should GPA fail to make any payment due to CONTRACTOR under this Agreement, GPA shall pay interest to CONTRACTOR in accordance with the provisions of the Prompt Payment Act, 5 GCA Sections 22502-22507.

6.2 Contract Price

The Contract Price constitutes the total consideration to be paid by GPA to CONTRACTOR for the complete delivery of all Contract Items, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Contract Agreement. The Price or Cost for each Contract Item under this Agreement shall remain fixed during the term of this Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price. Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price. Only a formal Change Order request, accepted by GPA, may change the Contract Price. CONTRACTOR shall make any claim for an increase in the Contract Price in advance of performance of any such changes. However, GPA reserves the right to challenge or refute such claims.

6.3 Payment Milestones and Schedule

Payment milestones have been selected to clearly identify the actual status of the portion of the Work completed rather than anticipated project progress schedules. Payments will be based on actual completion of each milestone event, where applicable, and not on the scheduled completion date. When a change in the Agreement is approved, the total contract price will be altered to the new total, and the remaining milestone payments will be adjusted. Milestones shall not be scheduled more frequently than once every month. GPA will not approve a milestone payment until all preceding milestones have been approved. GPA will make payments within thirty days from receipt and approval of the invoice for the completed milestone.

6.4 Invoicing

CONTRACTOR shall submit for review by GPA monthly invoices accompanied by a progress report describing the work performed during the compensation period. In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract.

6.5 Total Amounts Paid to CONTRACTOR

The amounts paid or reimbursed to CONTRACTOR shall in no event exceed the dollar amount indicated above except upon prior written agreement by the parties. Prior to incurring any expense not contemplated in the total contract amount, CONTRACTOR shall request prior approval of any such additional cost from GPA. No such expense shall be reimbursable unless approved in advance by GPA.

6.6 Final Payment

Final payment shall be made upon delivery and acceptance of all Services as herein specified and performed under this Agreement. Prior to final payment, and as a condition precedent thereto, CONTRACTOR shall execute and deliver to the Authority a release of any claims arising under and by virtue of this Agreement against the Authority except any identified written claims in existence at the time of the final payment.

6.7 Guam Gross Receipts Tax

The prices and costs set forth in this Agreement are based on the assumption that the Services performed will be subject to the Guam Gross Receipts Tax. CONTRACTOR is responsible for payment of any applicable taxes.

SECTION 7. AGREEMENT

Prior to entering into a formal agreement, GPA and CONTRACTOR shall resolve and document any differences between CONTRACTOR's proposal and the tender documents. The Agreement between GPA and CONTRACTOR shall consist of the tender documents, as resolved by CONTRACTOR's final negotiated Proposal and by GPA amendments, and the CONTRACTOR's proposal, as adjusted by a prioritized list of documents generated during the evaluation and negotiation processes and agreed to and acknowledged in writing by both parties. These documents may consist of, but are not limited to, written answers to questions, letters, and written clarifications to the proposal.

Any formal contract document shall reference GPA tender documents and CONTRACTOR's proposal. No oral understanding or statement shall modify the Agreement. Changes to the above documents can only be made in accordance with the procedure for modifications as defined in Section 27.

The resolved tender documents shall take priority over and shall govern in all cases of conflict with the adjusted proposal. CONTRACTOR's contractual obligation shall be to fulfill all requirements of the tender documents, as resolved, and to provide all features of the CONTRACTOR's proposal, as adjusted.

The tender documents are intended to be complementary, what is called for by one shall be as binding as if called for by all. If not otherwise specified in the tender documents, these General Conditions shall apply. If, during performance of the Agreement CONTRACTOR detects a discrepancy in the tender documents, CONTRACTOR shall so report to ENGINEER in writing at once and shall obtain a written interpretation or clarification from ENGINEER before proceeding further; however, CONTRACTOR shall not be liable to GPA for failure to report any conflict, error, or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

All materials, equipment, and services that may reasonably be inferred from the tender documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe materials, equipment, or services, such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society,

organization or association, or to the code of any Governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect on the effective date of the Agreement except as may be otherwise specifically stated in the Specification or Agreement. ENGINEER shall issue clarifications and interpretations of the tender documents.

SECTION 8. OPERATION OF THIS CONTRACT

The Guam Power Authority's responsibility for the day to day monitoring and enforcement of this Contract resides with the GPA Engineering Manager or his designee. CONTRACTOR shall identify to GPA the person(s) responsible for the implementation of the Contract and who shall act as CONTRACTOR's point of contact.

SECTION 9. CONTRACTOR'S OBLIGATIONS

9.1 Execution

CONTRACTOR shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required in this contract, and as specified in the Invitation for Bid Documents. CONTRACTOR shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on the Contract to the satisfaction of the OWNER.

9.2 Right to Inspection

GPA shall have the right to conduct inspections of any repair and/or replacement conducted. Any inspection made by the inspector of GPA and/or its designee will be final. Such inspections or the witnessing of CONTRACTOR's test and inspection by GPA and/or its designee shall not relieve the CONTRACTOR of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

9.3 Contractor's Financing Capability

If necessary, CONTRACTOR shall have the financial capability to support its cash flow requirement associated with the scope of work.

SECTION 10. FEDERAL AND LOCAL REGULATORY COMPLIANCE

General Responsibilities

CONTRACTOR shall be responsible for complying with all Environmental, Homeland Security, and other Federal and Local compliance requirements.

SECTION 11. PROTECTION OF WORK AND PROPERTY

CONTRACTOR shall at all times safely guard the OWNER's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All

passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

SECTION 12. WARRANTY

CONTRACTOR's obligation to deliver and perform services in connection therewith in accordance with the Agreement is absolute, and CONTRACTOR warrants and guarantees to OWNER that all services will be in accordance with the Contract Documents. CONTRACTOR shall provide OWNER with all warranties and guarantees in writing.

Except as otherwise specified all work shall be guaranteed by CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of any repairs or replacements.

If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the OWNER, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, CONTRACTOR shall promptly upon receipt of notice from OWNER and without expense to the OWNER:

- A. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and
- B. Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the OWNER, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.

The CONTRACTOR shall be responsible for remedying all defects, without limitation, in design, materials, workmanship, operating characteristics, or performance of the Goods developing within twelve (12) months from the date of final payment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or by any specific provisions of the Contract Documents.

Any part(s) supplied in replacement of the defective part(s) of the Goods or any Goods repaired pursuant to the provisions of this Paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Goods and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement or repair or on the expiration date of the warranty for the original Goods that were replaced or repaired, whichever is later.

In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract.

If CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and CONTRACTOR and his surety shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

In the event CONTRACTOR furnishes special services for installation and startup, such services shall be rendered in a competent and diligent manner and in accordance with the Contract Documents, accepted industry practice and any applicable professional standards.

SECTION 13. DEFECTIVE WORK

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the OWNER to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve CONTRACTOR from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract.

The fact that the OWNER may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The OWNER may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve CONTRACTOR from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

SECTION 14. INSPECTION OF WORK

14.1 Access to the Work

Authorized GPA representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and CONTRACTOR shall provide proper facilities for such access and inspection.

14.2 Inspectors

Inspectors may be placed by the OWNER to supervise each and every subdivision of the work or any parts or process thereof. The authorized inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used. The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by CONTRACTOR or the employees thereof shall be sufficient reason, if the OWNER shall so decide, to annul the contract.

SECTION 15. DEFAULT

In the event either party of this Contract fails to perform any of the provisions of this Contract, the other party must notify the party in default in writing of the deficiency or non-performance. The party in default has thirty (30) calendar days in which to remedy such default. If such default is not cured within

thirty (30) calendar days, the other party may terminate all or part of the Contract. Events of default include but are not limited to the following:

- A. Failure of CONTRACTOR to provide evidence of an acceptable performance bond on specified time.
- B. Failure of the OWNER to pay invoices within 30-days of receipt.
- C. Failure of CONTRACTOR to adhere to the terms of the Contract.

SECTION 16. LICENSES, PERMITS, TAXES, AND RESPONSIBILITIES

CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal and Territorial laws, codes, statutes, and regulations necessary for the performance of the Contract by CONTRACTOR.

SECTION 17. SUBCONTRACTS

Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the OWNER. The diffusion or sections of the specifications are not intended to control CONTRACTOR in dividing the work among subcontractors or to limit the work performed by any trade.

CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

CONTRACTOR shall be responsible for the coordination of the subcontractors engaged in his work.

CONTRACTOR shall, without additional expense to the OWNER, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

The OWNER will not undertake to settle any differences between CONTRACTOR and his subcontractors or between subcontractors.

CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the OWNER any exercise over CONTRACTOR under any provisions of the contract documents.

SECTION 18. ASSIGNMENT OF AGREEMENT

CONTRACTOR shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the OWNER and of all the sureties executing any bonds on behalf of CONTRACTOR in connection with said contract. In case CONTRACTOR assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due CONTRACTOR or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the OWNER thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

SECTION 19. EQUAL OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. CONTRACTOR will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.

CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the OWNER, advising the said labor union or workers' representative of CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

SECTION 20. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS

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

SECTION 21. 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 contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 22. CLAIMS AND DISPUTES

All controversies between the OWNER and CONTRACTOR which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement of the parties shall be decided as set forth in 5 G.C.A. §5427 of the Guam Procurement Law.

SECTION 23. TERMINATION FOR CONVENIENCE

OWNER may terminate the performance of the services under this Contract in accordance with this clause in whole, or in part, whenever OWNER determines that such termination of Contract is in the best interest of the Guam Power Authority and its ratepayers.

Any such termination is effected by delivery to CONTRACTOR a written Notice of Termination specifying the extent to which services in the Contract is terminated in whole or in part. In the event the OWNER elected to terminate the Contract it shall be effective sixty (60) days after the receipt of such Notice of Termination.

SECTION 24. SURRENDER OF PREMISES

Upon voluntary or other termination of this Contract or any early termination of the term from whatever cause, CONTRACTOR shall voluntarily surrender and deliver to GPA all materials purchased and paid for by GPA, documents pertinent to the work, and all equipment and materials related to the work at CONTRACTORs possession.

SECTION 25. FAILURE TO COMPLY WITH LAWS

In the event CONTRACTOR or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with CONTRACTOR's performance of the obligations under the Contract in any manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Guam, OWNER may in its sole discretion terminate this Contract upon 30 days written notice.

SECTION 26. AMENDMENT AND WAIVER

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is sought.

Failure by either party to object to any failure of performance by the other party of any provision of the Contract shall not constitute a waiver of, or estoppels against, the right of such party to require such performance by the other. Nor shall any such failure to object constitute a waiver or estoppels with respect to any succeeding failure of performance.

SECTION 27. GOVERNING LAW

This Contract is made under, and shall be governed and construed in accordance with, the laws, statutes and regulations of Guam, to the exclusion of all other legal systems. Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

The parties expressly submit to the jurisdiction of the Superior Court of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. Judgment upon any award rendered by the Superior Court of Guam may be entered in any court of any country having jurisdiction, and such award shall be binding upon the parties. CONTRACTOR waives all rights against OWNER to claim consequential, special or punitive damages.

SECTION 28. RELATIONSHIP OF PARTIES

Nothing contained in the Contract as awarded to the successful bidder shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between CONTRACTOR and OWNER, and no provisions contained in the Contract nor any acts of the parties shall be deemed to create any relationship between OWNER and CONTRACTOR, other than the relationship of supplier of services and beneficiary.

SECTION 29. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in the preceding section, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after such occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and shall exert every efforts to resume performance at the earliest practicable time.

SECTION 30. NOTICES

Any notice, demand or any document required or permitted to be delivered hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the mail, postage prepaid, registered or certified mail, addressed to the parties at their respective address indicated below:

To: _____
(CONTRACTOR)

FAX Number: _____

Address: _____

TO: GUAM POWER AUTHORITY
Attention: General Manager
FAX Number: (671) 648-8163
P.O. Box 2977, Hagatna
Guam 96932-2977

SECTION 31. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

CONTRACTOR upon receipt of the Contract Award and prior to commencing work, shall obtain and thereafter maintain during the course of the Contract at a minimum, the following types of insurance at no cost to the OWNER :

- A. General Liability including products, completed operations and contractual coverage for this Agreement in the amount of \$1,000,000 combined limit. Coverage for "on an occurrence basis" commercial general liability which includes owner's and contractor's protective and contractual liabilities, and have a general aggregate limit of One Million U.S. Dollars (US\$1,000,000), a products and completed operations aggregate limit of One Million U.S. Dollars (US\$1,000,000), and a single occurrence limit of One Million U.S. Dollars (US\$1,000,000), and One Million U.S. Dollars (US\$1,000,000) for any of the above. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- B. Automotive Liability Insurance. : It shall carry coverage for owned, hired, and non-owned vehicles, which includes endorsement for loss, property damage or destruction, and personal bodily injury in single aggregate minimum amount of One Million U.S. Dollars (US\$1,000,000) for each occurrence. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- C. Professional Liability or Architects and Engineers Liability in the amount of \$1,000,000.
- D. Excess Liability with limits of \$5,000,000 or higher. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.
- E. Worker's Compensation and Employer's Liability – The coverage shall include all employees and all statutory limits and requirements for workers' compensation for Guam, and including but not limited to employers' (CONTRACTOR) liability for employee bodily injury. Statutory limits and \$1,000,000/ \$1,000,000/ \$1,000,000 respectively. Add Waiver of Subrogation endorsement in favor of GPA.
- F. Builder's Risk or Installation Floater, when applicable, is to be furnished by Contractor, which shall include GPA as named insured.

CONTRACTOR **must furnish to the OWNER** "Certificates of Insurance" evidencing all such coverage of the above items including the statement to the effect that cancellation or termination of said policy shall not be effective until thirty (30) working days after receipt of written notice by OWNER, prior to the commencement of this Contract. OWNER shall have the rights, which shall be exercised in OWNER's sole discretion, to terminate this contract if CONTRACTOR fails to maintain or have the insurance policy described above.

All insurance policies herein required of CONTRACTOR shall be written by a company duly authorized and licensed to do business in Guam where work under this contract is being performed and be executed by some agent thereof duly licensed as an agent in Guam.

SECTION 32. INDEMNITY

CONTRACTOR shall indemnify, defend and hold OWNER free and harmless from and against all claims of whatever nature arising from any acts, omissions, or negligence of CONTRACTOR, its employee, agents, or assigns arising from any accident, injury or damages whatsoever caused to any person, or the property of any person, occurring during the term of the Contract in or about the Premises, and to include the cost of enforcement of this indemnity. CONTRACTOR agrees that the insurance herein shall be issued by an established and reputable company with **Best's Key Rating of B+ or better.**

SECTION 33. WAIVER OF SUBROGATION

The parties hereby release each other and their respective officers, employees, and agents from all loss or damage to the Premise property, machinery and equipment and to the fixtures, personal property, equipment and improvements of either GPA or CONTRACTOR in or on the Property, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents. This waiver does not apply to maintenance and repair assumed under this contract by CONTRACTOR.

SECTION 34. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. Equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

Should typhoon warnings be issued, CONTRACTOR shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

SECTION 35. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property and/or safety or life, CONTRACTOR shall act, without previous instructions from the OWNER, as the situation may warrant.

SECTION 36. FORCE MAJEURE

No failure or omission to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract if the same shall be caused by or arise out of:

- (a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;
- (b) Restraints. Arrest or restraint of princes, rulers or peoples;
- (c) Confiscation. Expropriation, requisition, confiscation of nationalization;
- (d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;
- (e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;
- (f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;
- (g) Loss of Tankers. Loss of tanker tonnage due to sinking or capture by belligerents, to include acts of piracy or to governmental taking whether or not by formal requisition;
- (h) Accidents. Accidents to or adjuncts of shipping navigation;

- (i) Strikes and Quarantine. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- (j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- (k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to confiscate, retain, ban export, or otherwise prevent shipment of fuel;
- (l) Mechanical Breakdown. Unavailability of GPA's electric generating plant and any, or all, appurtenances thereto, including transmission and distribution facilities, due to any mechanical operate as designed, emergency outages of equipment or facilities for the purpose of making repairs to avoid breakdown thereof or damage thereto other than regularly scheduled repairs or regular maintenance; or
- (m) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

No failure or omissions to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract from the time of and to the extent occasioned by the Force Majeure, not from the date of notice of the Force Majeure is received.

SECTION 37. ATTORNEY'S FEES AND COSTS

Contractor agrees that should a default by either party result in litigation, the successful party shall be entitled to recover its costs and reasonable attorney's fees from the defaulting party.

SECTION 38. CONTRACT BINDING EFFECT

All EXHIBITS attached hereto are incorporated herein by reference in its entirety.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

CONTRACTOR:

OWNER:

GUAM POWER AUTHORITY

JOHN M. BENAVENTE, P.E.
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
D. GRAHAM BOTHA, Esq.,
GPA Staff Attorney

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

 (Name of Contractor)

herein after called CONTRACTOR and _____

 (Name of Surety)

a corporation duly organized under the laws of the State of _____
 (hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held
 and firmly bound unto the Guam Power Authority, as obligee, for use and benefit of claimants
 as herein below defined, in the amount of _____

_____ Dollars (\$ _____) for the
 payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors,
 administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____,
 entered into a Contract with the Guam Power Authority for the _____

_____ in accordance with Drawings and Specifications prepared by the Guam Power Authority, which
 Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall
 promptly and faithfully perform said Contract, and shall promptly make payment to all claimants
 as hereinafter defined for all labor and material used or reasonably required for use in the
 performance of the Contract, then this obligation shall be void; otherwise it shall remain in full
 force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the
 Guam Power Authority provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared to be in default under the Contract by the
 Guam Power Authority, and the Guam Power Authority has performed its Contract
 obligations, the Surety may promptly remedy the default or shall promptly:
 1. Complete the Contract in accordance with its terms and conditions; or
 2. Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by the Guam Power Authority and the Surety
 of the lowest responsive, responsible bidder, arrange for a Contract between
 such bidder and the Authority, and make available as work progresses (even
 though there should be a default or a succession of defaults under the Contract
 or Contracts of completion arranged under this paragraph) sufficient funds to pay
 the cost of completion less than balance of the Contract price, but not exceeding,
 including other costs and damages for which the Surety may be liable hereunder,
 the amount set forth in the first paragraph hereof. The term "balance of the
 contract price", as used in this paragraph shall mean the total amount payable by
 the Guam Power Authority to Contractor under the Contract and any

amendments thereto, less the amount properly paid by the Guam Power Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.

- C. A claimant is defined as one having a direct contract with CONTRACTOR, or with a sub-contractor of CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by a claimant:
1. Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following:

CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to CONTRACTOR at any place the principal maintains an office or conducts its business.
 2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 3. Other than in a court of competent jurisdiction in and for Guam.
- F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ day of _____ 20__ .

IN THE PRESENCE OF:

(Note: If the Principles are Partners, each must execute the Bond)

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

INVITATION FOR MULTI-STEP BID NO.: GPA-094-17

GPA PROJECT NO. E-100268

**FIBER TO FADIAN PROJECT
DESIGN AND CONSTRUCTION**



**VOLUME IV
APPENDICES**

APPENDIX A PROPOSAL CHECKLIST

DOCUMENT RECEIPT CHECKLIST

Document Title	Proponent Initial
Volume I Commercial Terms and Conditions	_____
Volume II Technical and Functional Requirements	_____
Volume III Contract	_____
Volume IV Appendices	_____
APPENDIX A – Proposal Checklist	_____
APPENDIX B – Performance Bond	_____
APPENDIX C – List of Surety Companies Licensed to Do Business in Guam	_____
APPENDIX D – Major Shareholders Disclosure Affidavit	_____
APPENDIX E – Non-collusion Affidavit	_____
APPENDIX F – No Gratuities of Kickbacks Affidavit	_____
APPENDIX G – Ethical Standards Affidavit	_____
APPENDIX H – Declaration Re Compliance with U.S. DOL Wage Determination	_____
APPENDIX I – Bid Bond Form and Instructions	_____
APPENDIX J – Restrictions Against Sex Offenders	_____
APPENDIX K – Qualitative Proposal Scoring Worksheet	_____
APPENDIX L – Bid Schedule	_____
APPENDIX M – Vicinity Map	_____
APPENDIX N – Spare Parts	_____

APPENDIX B PERFORMANCE BOND

PERFORMANCE BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS that _____ ,
 as Principal, hereinafter called **CONTRACTOR**, and _____ ,
 a corporation hereinafter called **SURETY**, are held and firmly bound unto the **GUAM POWER AUTHORITY** as Obligee, in the amount of _____
 Dollars (\$ _____), an amount negotiated for the first partial **GUAM POWER AUTHORITY** fiscal year within the term of the **CONTRACT**, for the payment whereof **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a **PURCHASE POWER AGREEMENT** with the **GUAM POWER AUTHORITY** through midnight of _____, _____, in accordance with forms and specifications prepared by the **GUAM POWER AUTHORITY** which **CONTRACT** is by reference made a part hereof, and is hereinafter referred to as the "**CONTRACT**".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **CONTRACTOR** shall promptly and faithfully perform said **CONTRACT** then this obligation shall be null and void; otherwise it shall remain in full force and effect. The **SURETY** hereby waives notice of any alteration or extension provided the same is within the scope of the **CONTRACT**. Whenever **CONTRACTOR** shall be and is declared by the **GUAM POWER AUTHORITY** to be in default under the **CONTRACT**, **GUAM POWER AUTHORITY** having performed its obligation thereunder, the **SURETY** may promptly remedy the default or shall promptly:

- (1) Complete the **CONTRACT** in accordance with its terms and conditions;
or,
- (2) Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions and upon determination by the **GUAM POWER AUTHORITY** and the **SURETY** jointly of the lowest responsive, responsible **BIDDER**, arrange for a **CONTRACT** between such **BIDDER** and the **GUAM POWER AUTHORITY** and make available as work progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or **CONTRACTS** of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the **CONTRACT** price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the **CONTRACT** price", as used in this paragraph shall mean the total amount payable by the **GUAM POWER AUTHORITY** to **CONTRACTOR** under the **CONTRACT** for the current fiscal year and any amendments thereto, less the amount properly paid by the **GUAM POWER AUTHORITY** to **CONTRACTOR** for that partial or full fiscal year.

The term fiscal year shall mean the time between October 1 in the calendar year to September 30 of the next calendar year.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the **GUAM POWER AUTHORITY** or successors of the **GUAM POWER AUTHORITY**.

Signed and sealed this _____ day of _____, 20_____.

(Principal) (Seal)

(Witness) _____
(Bonding Company)

(Title) _____
(Title)

(Witness) By: _____
(Attorney-In-Fact)

**APPENDIX C LIST OF SURETY COMPANIES LICENSED TO DO
BUSINESS IN GUAM**

NAMES AND ADDRESSES OF ALL INSURANCE COMPANIES
AND THEIR GENERAL AGENTS
LICENSED TO TRANSACT INSURANCE BUSINESS IN GUAM
AS OF DECEMBER 31,1999

<u>NAME AND HOME ADDRESS OF INSURANCE COMPANY</u>	<u>NAME AND ADDRESS OF GENERAL AGENT</u>
Academy Life Insurance Co 20 Moores Road Frazer PA 19355	Prescott R. Hoeck 1036S Route 1 Yigo GU 96929
Admiral Life Insurance Co of America 206 Eight Street Des Moines IA 50309	Francisco B. Salas 145 Aspinall Avenue Hagatna GU 96910
Alexander Hamilton Life Insurance Co 100 North Greene Street Greensboro NC 27401	Money Resources Inc 415 Chalan San Antonio #210 Tamuning GU 96911
All American Life Insurance Co 707 North Eleventh Street PO Box 2074 Milwaukee WI 53201	Independent Research Agency for Life Insurance Hong's Building Suite 5 Route 10 & 32 Mangilao GU 96923
Ambac Assurance Corporation One State Street Plaza New York NY 10004	Joseph M. Casey Holiday Tower Condo, Apt. 615 Route 4 Sinajana GU 96926
American Family Life Assurance Co 1932 Wynnton Road Columbus GA 31999	Moylan's Insurance Underwriters Inc 101 Agana Shopping Center Hagatna GU 96910
American Fidelity Life Insurance Co 4060 Barrancas Avenue Pensacola FL 32507	Pioneer Pacific Financial Services Inc of Guam 231 Hesler Place Hagatna GU 96910
	Dale M. Donovan 790 N Marine Drive # 496 Tumon GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

American Home Assurance Co
70 Pine Street
New York NY 10270

American International Assurance
Company (Bermuda) LTD
29 Richmond Road
Pembroke HKO8 Bermuda

American International Life
Assurance Company
P O Box 727
Wall Street Station
New York NY 10268

American National Insurance Co
One Moody Plaza
Galveston TX 77550

American National Life Insurance
Company of Texas
One Moody Plaza
Galveston TX 77550

American-Amicable Life Insurance
Company of Texas
425 Austin Avenue
Waco TX 76702

Amwest Surety Insurance Co
5230 Las Virgenes Road
Calabasas CA 91302

Argonaut Insurance Co
250 Middlefield Road
Menlo Park CA 94025

NAME AND ADDRESS
OF GENERAL AGENT

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Randolph C. Biscoe
130 Aspinall Avenue Suite 1 E
Hagatna GU 96910

Randolph C. Biscoe
130 Aspinall Avenue Suite 1 E
Hagatna GU 96910

Winfred T. Profit
106 Lily Court
Mangilao GU 96923

Takagi & Associates Inc
414 W Soledad Avenue Suite 100
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Balboa Insurance Co
18581 Teller Avenue
Irvine CA 92612

Balboa Life Insurance Co
18581 Teller Avenue
Irvine CA 92612

Best Life Assurance Co of California
P O Box 19721
Irvine CA 96612

Canada Life Assurance Co The
330 University Avenue
Ontario Toronto Canada M5G1 R

Capital Markets Assurance
Corporation
113 King Street
Armonk NY 10504

Central States Health & Life
Co of Omaha
P O Box 34350
Omaha NE 68134-0350

Central States Indemnity Co.
of Omaha
P O Box 34350
Omaha NE 68134

Centurion Life Insurance Co
206 Eighth Street
Des Moines IA 50309

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

D B Davis & Associates
Staywell Building
430 West Soledad Avenue
Hagatna GU 96910

Joaquin C. Arriola
259 Martyr Street Suite 201
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

The Brass Group Inc
479 West O'Brien Drive Suite 102
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Francisco B. Salas
267 S Marine Drive Suite 2F
Tamuning GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

CGU International Insurance PLC
Multinational Bancorporation Ctr 10th Flr
6805 Ayala Avenue
Makati City Philippines

Chung Kuo Insurance Co Ltd
10th Floor ICBC Bldg
No 100 Chilin Road
Taipei Taiwan

Conseco Life Insurance Co
11815 N Pennsylvania Street
Carmel IN 46032

Continental Insurance Co
CNA Plaza
Chicago IL 60685

Cumberland Casualty & Surety Co
4311 W Waters Avenue #401
Tampa FL 33614

NAME AND ADDRESS
OF GENERAL AGENT

AON Insurance Micronesia (Guam) I
Hengi Plaza #203
278 South Marine Drive
Tamuning GU 96911

Great National Ins Underwriters Inc
Great National Insurance Building
Chalan San Antonio
Tamuning GU 96911

Alpha Insurers
123 Archbishop Flores Street
Hagatna GU 96910

Rodolfo B. Batimana
Suite 202 Julale Center
Hagatna GU 96910

Carmencita C. Estrada
114 Abas Court Liguana Terrace
Dededo GU 96912

Pacific Financial Corporation
973 S Marine Drive Suite 101
Tamuning GU 96911

Edward B. Senato
P O Box 11945
Tamuning GU 96931

Farley A. Young
132 Kayen Mapagahes
Dededo GU 96912

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Dai-Tokyo Fire & Marine Insurance
Company Ltd The
25-3, Yoyogi 3-Chome Shlbuya-ku
Tokyo Japan

Delaware American Life Insurance Co
P O Box 667
Wilmington DE 19899

Dongbu Insurance Co
21-9 Cho-Dong, Chung-Gu
CPO Box 658
Seoul Korea 100

Eagle Pacific Insurance Co
2101 4th Avenue Suite 1700
Seattle WA 98121

Federal Insurance Co
P O Box 1615
Warren NJ 07061

Fireman's Fund Insurance Company
777 San Marin Drive
Novato CA 94998

First American Title Insurance Co
114 East Fifth Street
Santa Ana CA 92702

First Fire & Casualty Insurance
Hawaii Inc
P O Box 2866
Honolulu HI 96803

First Indemnity Insurance of Hawaii Inc
P O Box 2866
Honolulu HI 96803

NAME AND ADDRESS
OF GENERAL AGENT

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Pacific American Title Insurance &
Escrow Company
715 Chalan Machaute Suite 101
Maite GU 96927

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

First Insurance Company of Hawaii Ltd
P O Box 2866
Honolulu Hi 96803

First Liberty Insurance Corporation
175 Berkeley Street
Boston MA 02117

First Net Insurance Company
101 Agana Shopping Center
Hagatna GU 96910

Fortis Benefits Insurance Company
P O Box 62471
St Paul MN 55164

General Security Insurance Company
Two World Trade Center
New York NY 10048

Globe Life & Accident Ins Company
204 North Robinson Avenue
Oklahoma City OK 73102

GMHP Health Insurance LTD
177 Chalan Pasaheru Suite A
Tamuning GU 96911

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building
Hagatna GU 96910

Anne Palacios
414 West Soledad Avenue
GCIC Building
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

World Marketing Alliance Inc Guam
Calvo's Insurance Bldg Suite 200
115 Chalan Santo Papa
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Joseph M. Casey
Holiday Tower Condo Apt 615
788 Route 4
Sinajana GU 96926

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

TS Inc
845 N Marine Drive Suite 11
Tumon GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Grand Pacific Life Insurance Co Ltd
1164 Bishop Street Suite 500
Honolulu HI 96813

Grand Pacific Life Insurance Co Ltd
1164 Bishop Street Suite 500
Honolulu HI 96813

Great American Life Insurance Co
P O Box 5420 Mail Drop 250-23-5 C
Cincinnati OH 45201

Great-West Life & Annuity Insurance Co
8515 East Orchard Road
Englewood CO 80111

Gulf Insurance Company
4600 Fuller Drive
Irving Texas 75038

Hartford Life & Accident Insurance Co
P O Box 2999
Hartford CT 06104

Individual Assurance Company
Life Health & Accident
1600 OAK Street
Kansas City MO 64108

Insurance Company of North America
1601 Chestnut Street
P O Box 7716
Philadelphia PA 19192

NAME AND ADDRESS
OF GENERAL AGENT

Great National Insurance Underwriter
Great National Insurance Bldg
Chalan San Antonio
Tamuning GU 96911

Pacific Financial Corporation
973 S Marine Drive Suite 101
Tamuning GU 96911

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building
Hagatna GU 96910

Guam Imperial International Inc
231 Hesler Place
Hagatna GU 96910

Benefits Communication Corp
424B Route 8
Mongmong GU 96927

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Primo Mabesa
1296 North Marine Drive Suite 2
Tamuning GU 96911

Joaquin C. Arriola
259 Martyr Street Suite 201
Hagatna GU 96910

Anne M. Palacios
414 W Soledad Avenue
GCIC Building Suite 9
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Insurance Company of North America
1601 Chestnut Street
P O Box 7716
Philadelphia PA 19192

Intercargo Insurance Company
1450 E American Lane 20th Floor
Schaumburg IL 60173

Jefferson Pilot Financial Insurance
One Granite Place
Concord NH 03301

Jefferson-Pilot Life Insurance Company
100 North Greene Street
Greensboro NC 27401

John Alden Life Insurance Company
5100 Gamble Drive
St Louis Park MN 55416

John Hancock Life Insurance Company
PO Box 111
Boston MA 02117

Knights of Columbus
One Columbus Plaza
New Haven CT 06510

Liberty National Life Insurance Company
P O Box 2612
Birmingham AL 35202

NAME AND ADDRESS
OF GENERAL AGENT

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Money Resources Inc
415 Chalan San Antonio #210
Tamuning GU 96911

Money Resources Inc
415 Chalan San Antonio # 210
Tamuning GU 96911

William A. Dippel
Terrace Condominium #D 50
Tumon GU 96911

Money Resources Inc
415 Chalan San Antonio #210
Tamuning GU 96911

Jesus A. Baza
125 Granada Lane
Sinajana GU 96910

Joseph M. Casey
Holiday Tower Condo Apt 615
Route 4
Sinajana GU 96926

Independent Research Agency for
Life Insurance
Hong's Building Suite 5
Route 10 & 32
Mangilao GU 96923

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Lincoln Benefit Life Company
3075 Sanders Road H2C
Northbrook IL 60062

Lincoln National Life Insurance Co
1300 South Clinton Street
Fort Wayne IN 46802

LM Insurance Corporation
175 Berkeley Street
Boston MA 02117

NAME AND ADDRESS
OF GENERAL AGENT

Jesus Dela Cruz
231 Hesler Street
Hagatna GU 96910

Patrocel N. Duque
231 Hesler Street
Hagatna GU 96910

Jacqueline T. Flores
231 Hesler Street
Hagatna GU 96910

Roger Surban
615 Harmon Loop Road Suite 201
(C) Tonko Reyes Comm Complex
Dededo GU 96912

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

The Money Tree Inc
231 Hesler Street
Hagatna GU 96910

Dale M. Donovan
790 N Marine Drive #496
Tumon GU 96911

David W. Cassidy
376 West O'Brien Drive
Hagatna GU 96910

Anne M. Palacios
414 W Soledad Avenue
GCIC Building Suite 9
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

LM Insurance Corporation
175 Berkeley Street
Boston MA 02117

Lumbermens Mutual Casualty Co
One Kemper Drive
Long Grove IL 60049

Lyndon Life Insurance Company
520 Maryville Center Drive Suite 500
St Louis MO 63141

Manufacturers Life Insurance Co (USA)
P O Box 6400
Buffalo NY 14201-0604

MBIA Insurance Corporation
113 King Street
Armonk NY 10504

Merrill Lynch Life Insurance Co.
4804 Deer Lane Drive East 4th Floor
Jacksonville FL 33246

Midland Life Insurance Company The
250 East Broad Street
Columbus OH 43215

Midland National Life Insurance Co
One Midland Plaza
Sioux Falls SD 57193

Mitsui Marine & Fire Insurance
Company LTD
9 Kanda Surugadai, 3-Chome
Chiyoda-Ku, Tokyo, Japan

NAME AND ADDRESS
OF GENERAL AGENT

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Joaquin C. Arriola
259 Martyr Street Suite 201
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Hagatna Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Hagatna Shopping Center
Hagatna GU 96910

Merrill Lynch Life Agency Inc
134 Soledad Avenue Suite 406
Hagatna GU 96910

Billy C. Acebron
119 South Marine Drive Suite B1
Tamuning GU 96911

Earl F. Foley
Julale Shopping Center Suite 216
424 W O'Brien Drive
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza Suite 203
278 South Marine Drive
Tamuning GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

MMI General Insurance Limited
135 C Kayen Chando
Sateena Mail Suite 207/208
Dededo GU 96912

Monumental Life Insurance Company
2 East Chase Street
Baltimore MD 21202

MONY Life Insurance Company
1740 Broadway
New York NY 10019

National Travelers Life Company
5700 Westown Parkway West
Des Moines IA 50266

National Union Fire Insurance
Company of Pittsburgh PA
70 Pine Street
New York NY 10270

National Western Life Insurance Co
850 East Anderson Lane
Austin TX 78752

Nationwide Life Insurance Company
One Nationwide Plaza 1-27-08
Columbus OH 43215

Nauru Insurance Corporation
P O Box 82 AIWO District
Republic of Nauru
Central Pacific Nauru

NAME AND ADDRESS
OF GENERAL AGENT

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Joseph M. Casey
Holiday Tower Condo Apt 615
788 Route 4
Sinajana GU 96926

Independent Research Agency for
Life Insurance
Hong's Building Suite 5
Route 10 & 32
Mangilao GU 96923

Gayle & Teker
300 Hernan Cortez Avenue #200
Hagatna GU 96910

Joaquin C. Arriola
259 Martyr Street Suite 201
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

BWC Investment Services, Inc.
1855 Gateway Blvd Suite 500
Concord CA 94590

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Netcare Life & Health Insurance
101 Agana Shopping Center
Hagatna GU 96910

New Hampshire Insurance Company
70 Pine Street
New York NY 10270

Nichido Fire & Marine Insurance Co
N0 3-16 Ginza 5-Chome Chuo-Ku
Tokyo 104 Japan

Nippon Fire & Marine Insurance
Company, Ltd.
2-10 Nihonbashi 2-Chome
Tokyo 103 Japan

North Coast Life Insurance Company
1116 West Riverside Avenue
Spokane WA 99201

Occidental Life Insurance Company
of America
425 Austin Avenue
P O Box 2595
Waco TX 76702

Old Line Life Insurance Company
of America The
707 North Eleventh Street
P O Box 401
Milwaukee WI 53201

Old Republic Insurance Company
414 West Pittsburgh Street
Greensboro PA 15601

NAME AND ADDRESS
OF GENERAL AGENT

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Nanbo Guam Ltd DBA:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Joseph M. Casey
Holiday Tower Condo Apt 615
788 Route 4
Sinajana GU 96926

Independent Research Agency for
Life Insurance
Hong's Building Suite 5
Route 10 & 32
Mangilao GU 96923

David W. Cassidy
376 W O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Old Republic National Title Ins Co
400 Second Avenue S
Minneapolis MN 55401

Pacific Guardian Life Insurance
Company Ltd
1440 Kapiolani Boulevard
Suites 1600 & 1700
Honolulu HI 96814

Pacific Indemnity Insurance Company
P O Box 3580
Hagatna GU 96932

Pacific Indemnity Insurance Company
P O Box 3580
Hagatna GU 96932

Pacificare Life Assurance Company
3515 Harbor Boulevard
Costa Mesa CA 92626

NAME AND ADDRESS
OF GENERAL AGENT

Takagi Title Security Inc
414 W Soledad Avenue
GCIC Building
Hagatna GU 96910

Dwayne K. Brown
866 Chalan Palasyo (Rt.7) Ste.205
Maina, Guam 96927

Calvo's Insurance Underwriters, Inc.
115 Chalan Santo Papa
Hagatna, Guam 96910

Citadel Trading Corporation DBA:
Citadel Insurance Underwriters
615 Harmon Loop Road Suite 201 C
Tonko Reyes Comm Complex
Dededo GU 96912

Nanbo Guam Ltd DBA
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Anacleto Q. Nicholas
145 Chichirica Street
Kaiser Dededo GU 96912

Cassidy's Associated Insurers Inc
376 W O'Brien Drive
Hagatna GU 96910

Prescott Hoeck dba:
Guam Ventures
121 Taison Way
Barrigada GU 96913

The Baldwin Corporation
790 S Marine Drive #1
Tamuning GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

PFL Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids IA 52499

Primerica Life Insurance Company
3120 Breckinridge Boulevard
Duluth GA 30199

Progressive Casualty Insurance Co
6300 Wilson Mills Road
Mayfield Village OH 44143

Protective Life Insurance Company
2801 Highway 280 South Birmingham
Birmingham AL 35223

Pruco Life Insurance Company
213 Washington Street
Newark NJ 07102

NAME AND ADDRESS
OF GENERAL AGENT

William A. Dippel
Terrace Condominium #D 50
Tumon GU 96911

Carmelita S. Concepcion
Ada's Comm & Proff Center #202 B
130 Marine Drive
Hagatna GU 96910

Primerica Financial Services
Insurance Marketing Inc
Ada's Comm & Proff Center #202 B
130 Marine Drive
Hagatna GU 96910

Bernadita S. Quitugua
136 Sampaguita Lane Latte Heights
Mangilao GU 96923

The Baldwin Corporation
790 South Marine Drive #1
Tamuning GU 96911

Nanbo Guam Ltd., dba:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Pacific Financial Corporation
973 S Marine Drive Suite 101
Tamuning GU 96911

John S. Pillsbury
267 South Marine Drive 2F
Tamuning GU 96911

Francisco B. Salas
267 South Marine Drive Suite 2F
Tamuning GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Prudential Insurance Company
of America
751 Broad Street
Newark NJ 07102

QBE Insurance (International) Limited
82 Pitt Street
Sydney NSW 2000 Australia

Reliance Insurance Company
Three Parkway
5th Floor Compliance Department
Philadelphia PA 19102

Reliance National Indemnity Company
Three Parkway
5th Floor Compliance Department
Philadelphia PA 19102

Royal State National Insurance
Company LTD
819 South Beretania Street
Honolulu HI 96813

Safeco Insurance Co of America
Safeco Plaza
Seattle WA 98185

Seaboard Surety Company of NY
6225 Centennial Way
Baltimore MD 21209

Security Benefit Life Insurance Co
700 Harrison Street
Topeka KS 66636

Security-Connecticut Life Insurance Co
20 Security Drive
Avon CT 06001

NAME AND ADDRESS
OF GENERAL AGENT

John S. Pillsbury
267 South Marine Drive Suite 2F
Tamuning GU 96911

Sally E. Mondia
674 Harmon Loop
Dededo GU 96912

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Gayle & Teker
330 Hernan Cortez Avenue
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Independent Research Agency for
Life Insurance
Hong's Building Suite 5
Route 10 & 32
Mangilao GU 96923

Life Investment Consultants Inc
121 Basa Street
Tamuning GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Security-Connecticut Life Insurance Co
20 Security Drive
Avon CT 06001

St Paul Fire & Marine Insurance Co
385 Washington Street
St Paul MN 55102

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

Stewart Title Guaranty Company
PO Box 2029
Houston TX 77252

Surety Life Insurance Company
3075 Sanders Road H2C
Northbrook IL 60062

Surety Life Insurance Company
3075 Sanders Road H2C
Northbrook IL 60062

NAME AND ADDRESS
OF GENERAL AGENT

Pacific Financial Corporation
973 South Marine Drive Suite 101
Tamuning GU 96911

Primo Mabesa dba: PM Ins
& Financial Planning Svcs
790 North Marine Drive Suite 880
Tamuning GU 96911

Regis Insurance Inc
118 East Marine Drive Suite B2
Dededo GU 96912

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Joaquin C. Arriola
259 Martyr Street Suite 201
Hagatna GU 96910

Manu P. Melwani
715 Chalan Machaute Suite 101
Maite GU 96927

Jesus M. Dela Cruz
166 Carlos Lane
Mangilao GU 96923

Jacqueline T. Flores
231 Hesler Place
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Surety Life Insurance Company
3075 Sanders Road H2C
Northbrook IL 60062

Terrace Guam Ltd
134 West Soledad Avenue
Bank of Hawaii Building Suite 401
Hagatna GU 96910

Ticor Title Insurance Company
171 North Clark Street 6th Floor
Chicago IL 60601

Tokio Marine & Fire Insurance
Company Limited
2-1 Marunouchi 1-Chome Chiyoda-Ku
Tokyo Japan

Trans World Assurance Company
885 South El Camino Real
San Mateo CA 94402

Transamerica Assurance Company
PO Box 2101
Los Angeles CA 90051

Transamerica Life Insurance &
Annuity Company
PO Box 54178
Los Angeles CA 90054

Transamerica Occidental Life Ins Co
1150 South Olive Street
Los Angeles CA 90054

NAME AND ADDRESS
OF GENERAL AGENT

Roger S. Surban
46 Anaco Lane
Nimitz Hill Estate
Piti GU 96910

The Money Tree Inc
231 Hesler Place
Hagatna GU 96910

Title Guaranty of Guam
Hernan Cortez Avenue
Hagatna GU 96910

Nanbo Guam Ltd dba:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Dale M. Donovan
790 North Marine Drive Suite 496
Tumon GU 96911

Ralph G. Taitano
130 Aspinall Street Suite 2BE
Hagatna GU 96910

Ralph G. Taitano
130 Aspinall Street Suite 2BE
Hagatna GU 96910

Ralph G. Taitano
130 Aspinall Street Suite 2BE
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Travelers Casualty and Surety Co
One Tower Square
Hartford CT 06183

Travelers Indemnity Company
One Tower Square
Hartford CT 06183

Travelers Insurance Company
One Tower Square
Hartford CT 06183

United of Omaha Life Insurance Co
Mutual of Omaha Plaza
Omaha NE 68175

United Pacific Insurance Company
Three Parkway
Compliance Department 5th Floor
Philadelphia PA 19102

United Services Automobile Assn
9800 Fredericksburg Road
San Antonio TX 78288

United States Fire Insurance Company
305 Madison Avenue
Morriston NJ 07960

UNUM Life Insurance Company
of America
2211 Congress Street
Portland ME 04122

USAA Casualty Insurance Company
9800 Fredericksburg Road
San Antonio TX 78288

NAME AND ADDRESS
OF GENERAL AGENT

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Earl L. Foley
P O Box BO
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

USAA General Indemnity Company
9800 Fredericksburg Road
San Antonio TX 78288

Western Reserve Life Assurance
Company of Ohio
P O Box 5068
Clearwater FL 33758

Western-Southern Life Assurance Co
P O Box 1119
Cincinnati OH 45202

Westport Insurance Corporation
P O Box 2979
Overland KA 66201

Zurich Insurance (Guam) Inc
GCIC Building Suite 900
414 West Soledad Avenue
Hagatna GU 96910

NAME AND ADDRESS
OF GENERAL AGENT

Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Billy C. Acebron
119 South Marine Drive Suite B1
Tamuning GU 96911

Glenn Meno
400 Route 8
Maite GU 96927

AON Insurance Micronesia (Guam) I
Hengi Plaza #203
278 South Marine Drive
Tamuning GU 96911

D B Davis & Associates
430 West Soledad Avenue
Staywell Building
Hagatna GU 96910

**APPENDIX D MAJOR SHAREHOLDERS DISCLOSURE
AFFIDAVIT**

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)ss.
HAGATNA, GUAM)

I, the undersigned, _____, being first
(partner or officer of the company of, etc.)

duly sworn, depose and say:

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

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Number of Shares:		_____

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

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

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____
In and for the Territory of Guam

My Commission expires: _____

APPENDIX E 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 F NO GRATUITIES OR KICKBACKS AFFIDAVIT

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
)ss:
HAGATNA, GUAM)

_____, being first duly sworn, deposes and says:

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

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

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

Notary Public _____
In and for the Territory of Guam

My commission expires: _____

APPENDIX G 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, subcontractors, or employees of the Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of Individual if 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 H DECLARATION RE-COMPLIANCE WITH U.S. DOL
WAGE DETERMINATION**

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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 I BID BOND FORM AND INSTRUCTIONS

BID BOND

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as

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

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

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

Signed and sealed this _____ day of _____ 20__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to the Guam Power Authority, it should be accompanied with copies of the following:

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

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

**APPENDIX J 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 Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2017.

Notary Public

**APPENDIX K QUALITATIVE PROPOSAL SCORING
WORKSHEET**

Qualitative Proposal Scoring Worksheet							
Item	Description	Item Weight	Max Raw Rating Score	Max Weighted	Score (Lowest: 0, Highest: 5)	Weighted Score	Bidders Complete this Column Proposal Reference (Section, Page, etc)
		(A)	(B)	(C)	(D)	(A x D)	
Project Approach							
1	Adequate overall work plan to perform, meet and achieve the objectives	5	5	25			
2	Adequate work plan for each bid item	5	5	25			
3	Adequate fiber optic cable specs	15	5	75			
4	Ability to provide "turn-key" project	5	5	25			
5	Adequate plan for training and supervision	3	5	15			
Experience of Proposed Project Team							
6	Experience of project team members in fiber optic cable design	15	5	75			
7	Experience of project team members in fiber optic cable construction	15	5	75			
8	Experience of project team members fiber optic cable commissioning and testing	3	5	15			
9	Experience of assigned project manager	15	5	75			
10	Knowledge and experience in complying with U.S. federal and local standards pertaining to the scope of work	3	5	15			
11	Adequate organizational chart with respective roles	5	5	25			
Time of Delivery							
12	Adequate project schedule	3	5	15			
13	Ability to complete project within the specified completion time	2	5	10			
References							
14	Adequate letters of reference or recommendation from previous clients of similar projects	2	5	10			
Other Documents							
15	Adequate insurance policy	2	5	10			
16	Certificate of Good Standing to conduct business in jurisdiction of residence	2	5	10			
		100		500			
Final Score = (Total Weighted Score / 500) = %							

Conditions for Proposal Disqualification:

1. Fiber optic cable requirements specified in Volume II Procurement and Delivery of Fiber Optic Cable and Other Necessary Equipment must be met.
2. The proposed Project Design Team must include both at least one (1) RCDD (Registered Communications Distribution Designer) and one (1) certified FOI (Fiber Optic Installer). The RCDD and FOI should have a minimum of five (5) years of experience in the design of fiber optic cable design and installation.

Proposal Disqualified? Yes No

If Yes, indicate reason:

APPENDIX L BID SCHEDULE

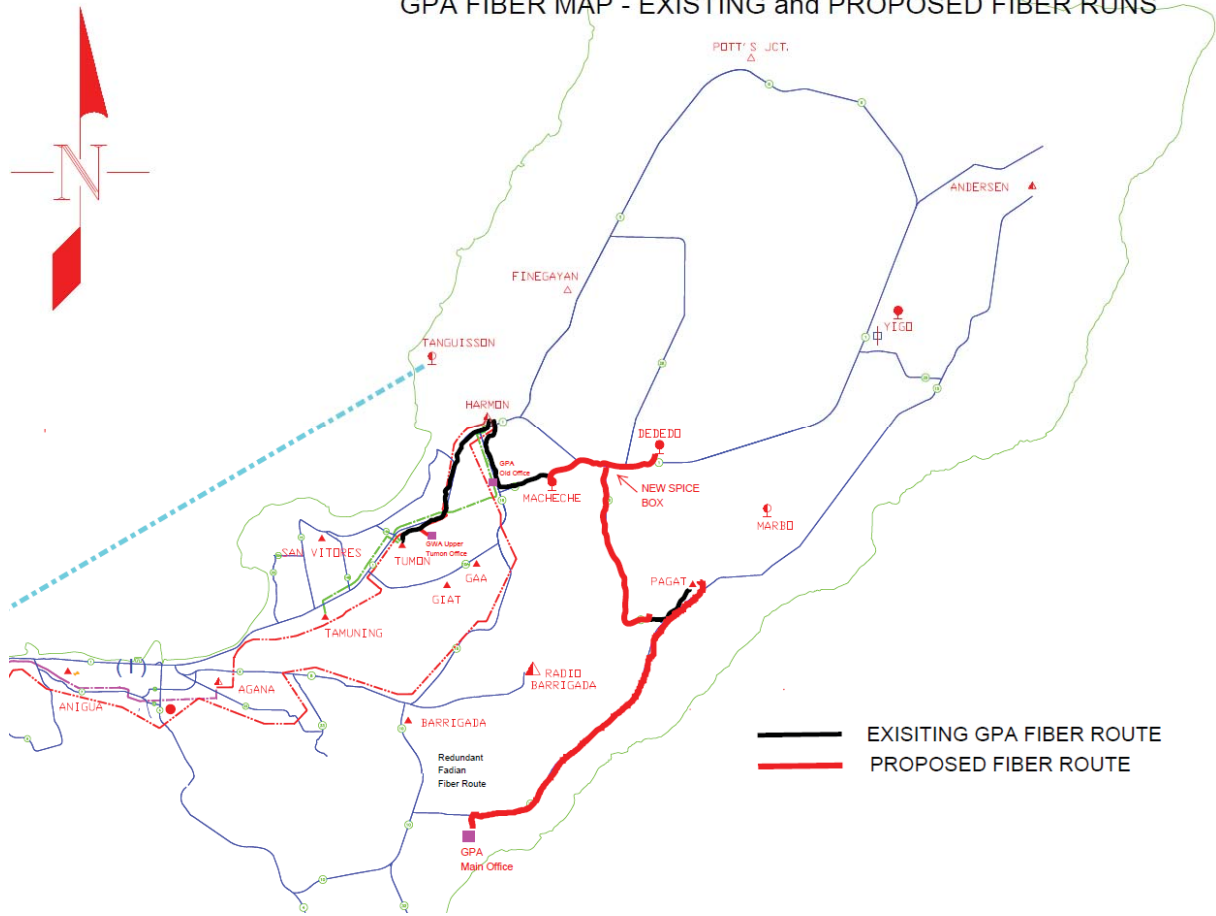
Bid Schedule / Price Proposal										
Fiber to Fadian Project Design and Construction										
Item	Description	Unit	Qty	Unit Cost			Total Cost			Total Cost
				Material	Labor	Equipment	Material	Labor	Equipment	
Basic Bid										
1	Mobilization	LS	1							
2	Permits, Bonds, and Codes	LS	1							
3	Site Survey	LS	1							
4	Foundation Design	LS	1							
5	Intergrated Design Plan - Addressing All Electrical, Communications, Mechanical, and Civil Systems	LS	1							
6	General Underground Installation Requirements	LS	1							
7	Procurement and Delivery of Fiber Optic Cable and Other Necessary Equipment	LS	1							
8	On-site Fiber Optic Cable Construction, Installation and Interconnection	LS	1							
9	Commissioning and Performance Testing	LS	1							
10	Demobilization	LS	1							
11	Full Documentation of All Equipment and Construction Work	LS	1							
12	Spare Parts									
									Basic Bid Total Cost:	\$
Basic Bid Total Cost in Words:										
Additive Bid										
1	Dededo CT Substation to T&D Building Fiber Connection	LS	1							
2	Talofofo Substation to Talofofo Diesel Powerplant Fiber Connection	LS	1							
3	Splice 24 strands in MH-25A located at the back of previous GPA Office in Harmon	LS	1							
									Additive Bid Total Cost:	\$
Additive Bid Total Cost in Words:										
*All prices shall include overhead, administration cost, profit and applicable taxes										
Total Bid Cost (Basic + Additive): \$ _____										
Bid Cost in Words _____										

NOTE:

GPA reserves the right to award the bid based on the Basic Bid and any combination of the Additive Bid Options.

APPENDIX M VICINITY MAP

GPA FIBER MAP - EXISTING and PROPOSED FIBER RUNS



APPENDIX N SPARE PARTS

The CONTRACTOR shall provide a tracer for conduit/fiber optic cable location as a tool for maintenance.

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Letter of Credit, Cash, Certified Check or Cashier's Check, Bid Guarantee Bond must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of One Hundred Thousand Dollars (\$100,000.00 USD). The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount of **ONE HUNDRED PERCENT (100%)** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).
- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073, Information Technology Division at (671) 648-3060, and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

- [] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 31. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- c) **Compliance with this Section is a condition of this Bid.**
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of

delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one thousand dollars (\$1,000.00) per calendar day, not as a penalty, but as reasonable liquidated damages for failing, neglecting or refusing work within the time specified. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due for the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

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

- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered.
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment.
Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).
13. **MULTI-STEP SEALED BIDDING:**
- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtain the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
 - b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
 - 1). only unpriced technical offers are requested in the first phase;
 - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
 - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
 - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
 - c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
 - d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
 - 1). acceptable;
 - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
 - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.
 - e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer's approval.