INVITATION FOR MULTI-STEP RE-BID (IFB) NO.: GPA-023-17

DESCRIPTION: Mobile Workforce Management System (MWMS)

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, one (1) original, six (6) bound copies of the Technical Proposal and Qualitative Scoring Worksheet in CD/DVD and or USB Drive. Price Proposal shall be submitted in a “Separately Sealed” envelope marked “PRICE PROPOSAL”, including all addenda, at the date and time for bid opening.

(XX) BID GUARANTEE – One Hundred Fifty Thousand US Dollars ($150,000.00) May be in the form of:

Reference #11 on the General Terms and Conditions

a. Cashier’s Check or Certified Check (NOTE: Cashier’s Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)

b. Wire Transfer to Guam Power Authority, Revenue Fund Account
   Account No. 0601-026246, Routing No. 121405115
   Bank Location: Bank of Guam, 111 Chalan Santo Papa Street, Hagatna, Guam 96910
   Bank Mailing Address: P.O. Box BW Hagatna, Guam 96932

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.

(XX) STATEMENT OF QUALIFICATION;

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

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

(XX) NON-COLLUSION AFFIDAVIT;

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

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

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

(XX) OTHER REQUIREMENTS:

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

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

On this __________ day of ___________________ 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
GPA Central Office, 1st Floor
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

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

10/05/2017

DATE ISSUED: 10/12/2017
MULTI-STEP RE-BID INVITATION NO.: GPA-023-17

BID FOR: Mobile Workforce Management System (MWMS)

SPECIFICATION: See Attached

DESTINATION: See Attached

REQUIRED DELIVERY DATE: 180 Calendar Days Upon Issuance of Notice to Proceed (NTP)

"LAST DAY FOR INQUIRIES: 4:00 P.M., Friday, October 13, 2017"

INSTRUCTIONS TO BIDDERS:
INDICATE WHETHER: ______ INDIVIDUAL ______ PARTNERSHIP ______ CORPORATION

INCORPORATED IN: ______

Technical Proposal (Unpriced) and Price Proposal shall be marked and submitted in a “Separately Sealed” envelope to the issuing office above no later than (Time) 2:30 P.M., Date: October 26, 2017. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable not less than eight (8) months after the Bid Submittal Closing Date; thereafter, the Priced Proposal shall be subject to renewal by mutual agreement between the Bidder and GPA.

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 RE-BID

NO.: GPA-023-17

MOBILE WORKFORCE MANAGEMENT SYSTEM

(MWMS)

GUAM POWER AUTHORITY

JENNIFER G. SABLAN, P.E.
STRATEGIC PLANNING AND OPERATION RESEARCH DIVISION MANAGER

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

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

GUAM POWER AUTHORITY
P.O. BOX 2977
HAGATNA, GUAM 96932
INVITATION FOR MULTI-STEP RE-BID
NO.: GPA-023-17

MOBILE WORKFORCE MANAGEMENT SYSTEM
(MWMS)

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1 Introduction

The Guam Power Authority (GPA) is inviting qualified firms to participate in a Multi-Step Re-Bid for a Mobile Workforce Management System (MWMS).

GPA will use the MWMS procured under this bid to field and work order processing. The detailed description of its functional requirements can be found in Volume II.

This bid shall be a Two Step process. Step One will establish a Qualified Bidders List (QBL) based on acceptable submitted non price Bid information (or Technical Qualification Proposals). Step Two will evaluate the Priced Proposals from the vendors identified on the QBL and which, if any, Qualified Bidder will be awarded a contract. Step One is the period from IFB announcement through Notification of Qualified Bidders. Step Two is the period after completion of the Technical Proposal Evaluation and notification of the QBL to the contract award date.

GPA will qualify the Bidders based on their Technical Qualification Proposals and the Qualitative Proposal Scoring Worksheet. GPA will notify the Bidders selected for the QBL and will proceed with the second step of the bid process to open the sealed bid Priced Proposals of the qualified Bidders. GPA will perform a comprehensive evaluation of each bid and select the Bidder with the best bid based on the submitted Priced Proposal Worksheet. If the selected Bidder cannot proceed with the contract, GPA may elect to 1) go to the next best Bidder or 2) cancel the bid.

Table 1 indicates the anticipated milestones for the Bid process. GPA reserves the right to change the Bid process schedule at its sole discretion.
### Table 1: Bid Schedule

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### 1.1 Invitation for Bid (IFB) Document Organization

Invitation for Bid documents are organized into four separate volumes, as follows:

- **Volume I**: Commercial Terms and Conditions
- **Volume II**: Technical Qualification Requirements
- **Volume III**: Contract
- **Volume IV**: Appendices

GPA reminds Bidders to submit the Priced Proposal in a separate sealed envelope clearly marked “Priced Proposal” for Step Two of the bid process.

### 1.2 GPA Overview

GPA is a public utility corporation that provides electric power service throughout the entire island of Guam. GPA, in conjunction with private partners, operates and maintains 13 power plants, with a total rated capacity of 552.4 MW. The Authority also has installed and maintains an estimated combined total of 175 miles of 115 kV and 34.5 kV transmission lines and an estimated 585 miles of primary distribution lines, and 29 substations. In addition, GPA operates and maintains a total capacity of 18 MW for
emergency generators to support 128 Guam Waterworks Authority water and sewage pump stations and sewage treatment facilities situated at various locations throughout Guam and 10 portable units.

1.2.1 Generation Overview

An overview of GPA’s generation resources and transmission systems is provided in GPA’s Integrated Resource Plan, which can be found at the following webpage:
http://guampowerauthority.com/gpa_authority/strategicplanning/2012IRP.php

1.2.2 Electrical System Overview

Guam Power Authority has approximately 175 miles of 115KV and 34.5KV transmission lines. There are 6 ea 115KV and 34 ea 34.5KV lines connecting 29 substations throughout the island. These Substations have 63 ea 13.8KV distribution feeders with approximately 585 miles of lines. The Guam Power Authority follows National Electrical Manufacturers Association (NEMA) ANSI C84 for delivery of power and imbalance.

The GPA Islandwide System Transmission Single Line Diagram can be found on the following webpage:

1.3 IFB Document Media

The four-volume set of IFB documents and all Amendments to this IFB may be made available to Bidders in electronic format including:

- CD-ROM (inclusive of electronic spreadsheets);
- Downloadable files posted on the Internet (webpage); or
- Transmittal through email.
2 Instructions to Bidders

These instructions to Bidders are intended to provide guidance in the preparation of bids and do not constitute part of the bid or of the contract document.

This is a multi-step bid procurement consisting of two steps. Bidders must submit both parts of their bids: the Technical Qualification Proposal and the Priced Proposal by the Bid Submittal Closing Date indicated in Table 1: Bid Schedule. During Step One, only the submitted Technical Qualification Proposals will be evaluated. After Cut-Off Date for Receipts of Technical Proposals, Bidders may be requested to schedule a presentation and discussion session with GPA on Guam. Bidders must discuss, but are not limited to the following:

- Technical approach for project
- Preliminary site plan
- Project Financing
- Project Management Structure
- Operations and Maintenance (O&M) contract.

GPA is at liberty to issue a final Amendment after these presentations and discussions prior to receiving priced proposals.

In Step Two, the Priced Proposals based upon Technical Qualification Proposals will be considered for award. Only the Technical Qualification Proposals that are deemed acceptable, either initially or as a result of further discussions with prospective Bidders, will be considered for award during Step 2.

2.1 Correspondence

2.1.1 Language

English is the official language of Guam. As such, Bidders should submit all of their bid documents, and any accompanying documents, in English. Any bids not submitted in English will be designated as “Unacceptable” and will not qualify for the QBL.

2.1.2 Commercial and Technical Correspondence

Any prospective Bidder desiring an explanation or interpretation of the IFB, commercial terms, Technical Specifications, etc., must make a request in writing to the GPA Procurement Office at the mailing address or the email address listed below, referencing the Invitation for Multi-Step Re-Bid No. GPA-023-17.

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

PHONE: (671) 646-3054/55
FAX: (671) 648-3165
All inquiries must be received by GPA Procurement no later than the Cut-Off Date for Receipt of Proposals indicated in Table 1: Bid Schedule. Any oral explanations or instructions given by GPA to prospective Bidders will not be binding. GPA will promptly furnish any information given to a prospective Bidder concerning this IFB to all parties recorded by the Procurement Officer as having received the IFB. This information may be provided as an amendment to the IFB if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders. In addition, Bidders may also make this request by writing to the GPA PMC Procurement Officer at: jpangelinan@gpagwa.com.

2.2 Examination of Technical and Functional Requirements and IFB Documents

Before submitting their bid, 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 IFB 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 the Territory of Guam. Ignorance on the part of Bidders of any part of the IFB documents and Technical Requirements will in no way relieve them of the obligations and responsibilities assumed under the contract.

2.3 IFB Amendment

Any amendment, modification or addendum issued by the Guam Power Authority, prior to the opening of the bids, for the purpose of changing the intent of the Technical Requirements, clarifying the meaning or changing any of the provisions of this IFB, shall be binding to the same extent as if written in the originally-issued IFB documents.

Any addendum issued will be made available to all Bidders via mail, fax, e-mail or posting to the GPA Website. The Bidders shall acknowledge receipt of the amendment by a signature on one copy, which is to be returned to GPA at the mailing address, email address, or FAX number listed under Section 2.1.2: Commercial and Technical Correspondence.

2.4 Familiarity with Laws

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

2.5 Cost of Bidding

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

2.6 Priced Proposals Furnished Separately without Technical Qualification Proposals

Bidders are required to submit their Priced Proposals as found in the Priced Proposal Worksheet separately from their Technical Qualification Proposals and complete the Proposal Reference Column.
on the **Qualitative Proposal Scoring Worksheet** by the Cut-Off Date for Receipt of Priced Proposals. Bidders must package Priced Proposals in a separate sealed envelope marked “Priced Proposal” and indicating the date and time of bid package submittal. Any equipment and material prices shall be provided on the basis of CIF to the Guam job site unloaded.

### 2.7 Price/Cost Data

Bidders shall provide prices/costs in U.S. Dollars

### 2.8 Documents Executed Outside 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 bids or after the award of the contract, must be authenticated by a Notary Public or other official authorized to witness sworn statements. Original bid submittals must be sent to GPA and post-marked no later than the Bid Submittal Closing Date.

### 2.9 Step One Procedures

The following outlines the requirements for technical (non-price) bid submittals.

#### 2.9.1 Submission of Bids

**2.9.1.1 Bid Contents**

Each bid shall contain a complete and clear description of the proposed Mobile Workforce Management System, technology, implementation timelines, proposed interconnection with GPA system, operation and maintenance experience with proposed technology (as more fully discussed in Volume II: Technical Qualification Requirements). Each bid shall include the following:

- Cover and bid checklist forms defined in Appendix A;
- Responses and supporting information to the questions raised in the Qualitative Proposal Scoring Worksheet and Volume II: Technical Qualification Requirements;
- Supplementary information described below.

Each bid shall be submitted in the format and quantities discussed in Section 2.9.2: Bid Submittal.

**2.9.1.2 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.

**2.9.1.3 Supplementary Information**
Bidders shall submit all the supplementary information required by the IFB documents. The supplementary information must be provided in sufficient detail and clarity to permit a complete comparison of the bids with the Technical Specifications. The supplementary information shall be provided in the chapter/section for the Other Documents scoring category and shall include the following:

1. Insurance policy;
2. Audited financial information for the last five years on the main Bidder’s firm, its parent or subsidiary company that will be used in this contract. If they have one, Bidders must include their Dunn and Bradstreet Number or Other Major Credit Rating Agency rating, or comparable, independent verification of their credit standing;

Submittal of the following supplementary information is mandatory and must be provided by the Bid Submittal Closing Date. **GPA shall automatically disqualify any bid submitted without the supplementary information listed below:**

3. 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;
4. Affidavit of Disclosure of Major Shareholder (Appendix C);
5. Certificate of Good Standing to conduct business from the jurisdiction of their company’s residence;
6. Non-collusion Affidavit (Appendix D);
7. Information regarding outstanding claims against the Bidder, if any;
8. Bid Bond (Appendix B);
9. A current Guam Business License is not required in order to provide a Bid for this engagement, but is a pre-condition for entering into a contract with the Authority;
10. No Gratuities or Kickbacks Affidavit (Appendix G);
11. Ethical Standards Affidavit (Appendix H);
12. Declaration Re Compliance with U.S. DOL Wage Determination (Appendix I);
13. Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property (Appendix J).

### 2.9.2 Bid Submittal

#### 2.9.2.1 Manual Bid Submittal

Bidders shall submit their bids manually.
2.9.2.2 Non-repudiation Issues

GPA has structured its Manual IFB submittal procedures to ensure non-repudiation of the submitted bids. In this IFB, “non-repudiation” means strong and substantial evidence of the identity of the sender and owner of the bid and of bid’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 bid and the integrity of its contents. Non-repudiation applies to both parties to this IFB transaction. It binds the sender as well as precludes 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:

- Manually executed signatures and printed media documents;
- Chain of custody receipts;
- Manual time-stamps for receipt of IFB materials;
- Machine generated Fax confirmation reports;
- Secure notification e-mail;
- Electronic Postings on the guampowerauthority.com domain;
- Physical delivery of printed material bids;
- Physically secured area storage of IFB materials.

2.9.2.3 Signature of Bidder

A duly authorized person must sign the Bidder’s bids. All names shall be typed or printed below the signature. A bid 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 bid 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.

2.9.2.4 Manual Bid Submittal Package Format and Handling

This section describes the bid package format and content required by GPA that is specific to manual submittal of bids. The Manual IFB Bid Submittal Process is characterized by a preponderance of the submitted material in tangible printed media form that is hand-delivered by an authorized agent of the Bidder to the Procurement Officer of the Guam Power Authority. Both the Bidders’ agents and the GPA Procurement Officer are live human beings. In addition, both parties perform non-repudiation of the bid through the execution of manually executed signatures, seals and time stamps.

Bidders are required to submit one original and six (6) bound copies of their bid.
2.9.2.5 Marking and Packaging of Bids

As a general rule, the manually submitted Bids shall be packaged in separate sealed boxes with the following information clearly marked on the outside of the two largest sides:

1) “TECHNICAL QUALIFICATION PROPOSAL” OR “PRICED PROPOSAL”  
2) “MOBILE WORKFORCE MANAGEMENT SYSTEM (MWMS)”  
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

If the Bidder’s submittal cannot fit within one box or if the Bidder chooses to submit more than one box, each box must be labeled as described above and with the following additional information:

7) Box Number Within the Set of Submitted Boxes  
8) The Total Number of Boxes Submitted.

2.9.2.6 Receipt and Handling of Manually Submitted Bids

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

GPA procurement personnel will stamp the outside of each package using the GPA Procurement time stamp and will officially log the date and time that each Bidder’s sealed bid package is received.

2.9.3 Submittal Closing Date

The Technical Qualification Proposal Submittal Closing Date is indicated in Table 1: Bid Schedule. Submitted proposals, excluding the Priced Proposals, will be opened at this time which will initiate the proposal evaluation process. No proposals shall be accepted after the Bid Submittal Closing Date.

2.9.4 Bid Changes During Bid Process

Changes may be made to the Technical Qualification Proposals(s) prior to the Bid Submittal Closing Date.
2.9.5 Evaluation of Technical Qualification Proposals

After the Bid Submittal Closing Date, GPA will evaluate the Technical Qualification Proposals and develop the QBL.

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

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

The Qualitative Proposal Scoring Worksheet 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.

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.

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 Step Two if there are sufficient acceptable Technical Qualification Proposals to assure effective price competition in the second step without technical discussions. If the Procurement Officer finds that such is not the case, the Procurement Officer shall issue an amendment to this IFB or engage in technical discussions with Bidders as set forth below.

The Procurement Officer may conduct discussions with any Bidder who submits an acceptable or potentially acceptable technical Offer. During the course of such discussions, the Procurement officer shall not disclose any information derived from the Technical Qualification Proposals to any other Bidder. Once discussions are begun, any Bidder, who has not been notified that its Technical Qualification Proposal has been finally found acceptable, may submit supplemental information amending its Technical Qualification Proposal at any time. Such submission may be made at the request of the Procurement Officer or upon the Bidder’s own initiative.

2.9.5.1 Discussion of Bids

Qualified Bidders may be requested to schedule a presentation and discussion session as per Section 2. 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 the Technical and Qualification Proposals of any other Bidder.

Each Bidder is requested not to contact GPA on any matter relating to its bid, from the Bid Submittal Closing Date to the time the contract is awarded, except to respond to inquiries made by GPA.

2.9.5.2 Notice of Unacceptable Bid

A notice of unacceptability will be forwarded to the Bidder upon completion of the Technical Qualification Proposal evaluation and final determination of unacceptability. When the Procurement Officer determines a Bidder’s Technical Qualification Proposal to be unacceptable, such Bidder shall not be afforded an additional opportunity to supplement its offer.

2.10 Step Two Procedures.

Upon completion of the Technical Qualification Proposal evaluation and discussions, qualified Bidders must submit their priced proposals. GPA will proceed with Step Two of the multi-step bid, which includes evaluation of the Priced Proposals and award of the contract.

2.10.1 Request for Priced Proposals

Each Bidder from the QBL will be notified and GPA will open their Priced Proposals, which were submitted on the Priced Proposal Worksheet. GPA will select a winning Bidder based on a comprehensive evaluation of the Priced Proposals.

2.10.2 Bid Changes During Bid Process

Changes may be made to the Priced Proposals only prior to the Bid Submittal Closing Date.

2.10.3 Bid Validity

All price/cost data submitted with the Bidders’ bids shall remain firm and open for acceptance for a period of not less than eight (8) months after the Bid Submittal Closing Date; thereafter, the Priced Proposal shall be subject to renewal by mutual agreement between the Bidder and GPA. The Bidder shall state the actual date of expiration in their Priced Proposal with their bid submittal.

2.10.4 Preliminary Examination of Priced Proposal

GPA will examine the Priced Proposal 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 Priced Proposals are generally in order.

Arithmetical errors will be rectified on the following basis. If there is 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. 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.

2.10.5 Evaluation Criteria and Comparison of Priced Proposals

GPA will only evaluate and compare the Priced Proposals for Bidder’s whose Technical Qualification Proposals were determined to be responsive to the IFB document requirements during Step One. GPA’s evaluation of Priced Proposals shall compare the total basic bid prices.

2.11 General Bid Guidelines and Requirements

2.11.1 Amendments to the IFB Document

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


2.11.2 Proprietary Data

For the purposes of this IFB and submitted bids, the laws, rules and regulations of Territory of Guam concerning confidentiality shall govern. Bidders may designate those portions of the Bid that contain trade secrets or other proprietary data that are to remain confidential.

The Procurement Officer shall examine the bids 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 shall inform the Bidder in writing and in e-mail within five working days of the closing date for Bid submittal what portions of the Bid will be disclosed and that, unless the Bidder protests under the Conditions of Contract Disputes clause the information will be so disclosed. The bid shall be opened to public inspection subject to any continuing prohibition of the disclosure of confidential data.

2.11.3 Acceptance of Bids

GPA reserves the right to reject any or all bids and to waive minor errors, informalities, and discrepancies made by the Bidders if it appears in GPA’s best interest to do so.

Any effort by a Bidder to influence GPA in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid. Once GPA has arrived at a decision regarding the award of the contract, it will notify promptly the winning Bidder in writing.

2.11.4 IFB Cancellation or Delay

The Guam Power Authority reserves the right to delay award or to cancel the IFB, or to reject all bids or any individual bid in whole or in part, at any time prior to the final award. When the IFB is canceled or
rejected prior to final award, notice of cancellation or rejection shall be sent to all Bidders and all bid 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 the Bid Submittal Closing Date, but prior to award, all bids may be rejected in whole or in part when the Procurement Officer determines that such action is in the Territory's best interest for reasons including but not limited to:

a) The supplies and services being provided are no longer required;

b) The IFB did not provide consideration of other factors of significance to the Territory;

c) All otherwise acceptable bids received have clearly unreasonable price/cost data;

d) There is reason to believe that the bids may not have been independently arrived at in open competition, may have been collusive and may have been submitted in bad faith;

Again, any individual bid may be rejected in whole or in part when in the best interest of the Territory.

2.11.5 Disqualification of Bidder

When, for any reason, collusion or other anticompetitive practices are suspected among Bidders or offerors, a notice of the relevant facts shall be transmitted to the Guam Attorney General. Bidders suspected of collusion or other anticompetitive practices may be suspended or debarred from participating in future procurement opportunities for a specified period.

2.11.6 False Statements in Bid

Bidders must provide full, accurate, and complete information as required by this IFB and its attachments. The penalty for making false statements in any bid or bid is prescribed in 18 U.S.C. 1001 and Title 9, Guam Code Annotated. Note, by use of a digital signature to sign the bid, the Bidder agrees that this act legally binds the Bidder to his bid.

2.12 Award of Contract

The contract will be awarded to the Bidder evaluated as being qualified and with the lowest total basic bid price.

The successful Bidder will be notified in writing (letter or e-mail or fax) of the intent to award the contract, and will be required to send to GPA’s offices, within ten (10) 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 bid.

The successful Bidder shall provide the required Performance Bond within fourteen (14) 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. The negotiations may then be resumed with the next most qualified Bidder.
2.13 Bid and Performance Bond Requirements

2.13.1 Bid Bond Form and Amount

A bid bond for an amount of $150,000 (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 No. 601-007247, Routing No. 121405115, Bank of Guam, P. O. Box BW, Hagatna, Guam 96932
c. Letter of Credit;
d. Surety Bond – valid if accompanied by:
   (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.

Bid Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and associated 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 B.

For those Bidders not selected for award of contract, bid bonds will be refunded. For those Bidders selected for award of contract, bid bonds will be refunded once GPA has received their performance bond (see next Section 2.14.2). Any Bidder who is selected for award of contract but who is unable to fulfill the obligations of its respective bid(s) will permanently forfeit its bid bond(s) to GPA.

2.13.2 Performance Bond Form, Amount, and Duration

A performance bond shall be required from winning Bidders in the form as prescribed in Appendix F. At the beginning of the contract term and at the beginning of each GPA Fiscal Year during which the contract is in effect, the Bidder shall provide and maintain a performance bond in the amount equal to:

   (1) Cost for of the Contract.

If the Bidder 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.

The GPA Fiscal Year begins on October 1 and ends on September 30 of the following calendar year.

2.13.3 Requirement for Performance Bond Execution by a Guam Licensed Surety Company

The Bidder shall provide a Performance Bond executed by a surety company licensed to do business on Guam.
3 Required Bid Forms

This Section describes the forms required for submission of the Bid.

The following forms in Appendices A, B, C, D, E, J, K, L, and M must be completed:

- APPENDIX A – Bid Checklists
- APPENDIX B – Bid Bond Form and Instructions
- APPENDIX C – Major Shareholders Disclosure Affidavit
- APPENDIX D – Non-Collusion Affidavit
- APPENDIX E – Local Procurement Preference Application
- APPENDIX F – Performance Bond
- APPENDIX G – No Gratuities or Kickbacks Affidavit
- APPENDIX H – Ethical Standards Affidavit
- APPENDIX I – Declaration Re Compliance with U.S. DOL Wage Determination
- APPENDIX J – Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property
- APPENDIX K – Deferred Payment Agreement (Sample)
- APPENDIX L – Qualitative Proposal Scoring Worksheet (Proposal Reference Column)
- APPENDIX M – Priced Proposal Worksheet

These Forms and Worksheets will be available on the GPA Website’s Procurement Page and in Volume IV: Appendices.

3.1 Technical Bid Forms

The following referenced forms are contained in the Appendices and shall be completed and submitted with the Bid.

3.1.1 Document Receipt Checklist
The Bidder shall complete Form A-1 by initialing the Invitation For Bid Documents received from Guam Power Authority, including the latest IFB Amendment received. This Form is an acknowledgement of receipt, review and understanding of the IFB documents.

3.1.2 Bid Submittal Checklist

The Bidder shall complete Form found in Appendix A. This Form provides an inventory of documents submitted by the Bidder in response to the Bid requirements.

3.1.3 Major Shareholders Disclosure Affidavit

Bidders shall fill out the Major Shareholders Disclosure Affidavit form in Appendix C and submit it with their bids.

3.1.4 Non-collusion Affidavit

Bidders shall fill out the Non-collusion Affidavit form in Appendix D and submit it with their bids.

3.1.5 Local Procurement Preference Application

Bidders shall fill out and sign the Local Procurement Preference Application in Appendix E and submit it with their bids.

3.1.6 No Gratuities or Kickbacks Affidavit

Bidders shall fill out and sign the No Gratuities or Kickbacks Affidavit in Appendix G and submit it with their bids.

3.1.7 Ethical Standards Affidavit

Bidders shall fill out and sign the Ethical Standards Affidavit in Appendix H and submit it with their bids.

3.1.8 Declaration Re Compliance with U.S. DOL Wage Determination

Bidders shall fill out and sign the Declaration Re Compliance with U.S. DOL Wage Determination in Appendix I and submit it with their bids.

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

Bidders shall fill out and sign the Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property Affidavit (Appendix J) and submit it with their bids.
3.2 Priced Bid Form

3.2.1 Fee & Evaluation Data

Bidders shall complete the Priced Proposal Worksheet and submit it in a sealed envelope which will only be opened when the Bidder has been deemed qualified through Step One of the multi-step bid process.

3.3 Qualitative Proposal Scoring Worksheet

Bidders shall fill out the Proposal Reference column on the Qualitative Proposal Scoring Worksheet. Bidder shall reference the section and page number where the information from each row can be found from the bidder’s proposal in the column.
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.

4.1.1 $ The term “$” refers to currency in U.S. dollars.

4.1.2 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.

4.1.3 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.

4.1.4 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).

4.1.5 Contract

The term "Contract" means the Electric Grid Analysis Software Contract executed as a result of this Multi-Step Bid.

4.1.6 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.

4.1.7 Contract Documents

The Contract Agreement, Bonds (where required), Bid Documents and Amendments, Bidder’s Proposals, 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.

4.1.8 CONTRACTOR

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

4.1.9 Day

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

4.1.10 Delivery Time

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

4.1.11 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.

4.1.12 Drawings

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

4.1.13 Effective Date of the Contract Agreement

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

4.1.14 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.

4.1.15 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.
4.1.16 General Manager

The General Manager is the Chief Executive Officer of the Guam Power Authority. 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 Guam Power Authority.

4.1.17 Goods

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

4.1.18 Modification

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

4.1.19 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.

4.1.20 OWNER


4.1.21 Point of Delivery

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

4.1.22 Project

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

4.1.23 Procurement Officer

The General Manager of the Guam Power Authority or the General Manager’s designee.

4.1.24 PURCHASER

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

The CONTRACTOR.

4.1.26 SITE or Site

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

4.1.27 Special Services

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

4.1.28 Territory

The Territory of Guam.

4.2 Agreement

Prior to entering into a formal agreement, GPA and CONTRACTOR shall resolve and document any differences between the CONTRACTOR’s bid and the IFB documents. The Agreement between GPA and CONTRACTOR shall consist of the IFB documents, as resolved by the CONTRACTOR’s final negotiated Bid and by GPA amendments, and the CONTRACTOR’s bid, 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 bid.

Any formal contract document shall reference GPA IFB documents and the CONTRACTOR’s bid. 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 4.14 Changes.

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

The IFB 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 IFB documents, these General Conditions shall apply. If, during performance of the Agreement CONTRACTOR detects a discrepancy in the IFB 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 IFB 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 IFB documents.

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 Shipment, Delivery, and Acceptance of Goods

Shipment and delivery of the Goods shall be in accordance with this Paragraph except as otherwise provided or specified in the CONTRACT Documents.

All goods will be delivered at the point of delivery set forth in the Purchase Contract. CONTRACTOR shall select the means and methods of transportation. All charges necessary to effect shipment to the point of delivery, including but not limited to export packing, switching, trucking, lighter age, and special handling will be paid by CONTRACTOR.

GPA and/or ENGINEER reserve the right to inspect the Goods upon delivery for the purpose of identifying the Goods and general verification of quantities.

4.5 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 Agreement.

Where the 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 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.

4.6 Waiver of Claims

The making and acceptance of final payment will constitute:

A waiver of all claims by GPA against CONTRACTOR, except claims arising from unsettled liens, claims relative to defective Goods 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
A waiver of all claims by CONTRACTOR against GPA other than those previously made in writing and still unsettled.

4.7 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 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 Agreement.

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 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

The 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 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.

The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for re-submission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved. If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

4.10 Continuing Performance

CONTRACTOR shall continue its performance under the 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 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 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 Agreement.

4.12 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 the GPA, CONTRACTOR shall promptly notify GPA in writing thereof and obtain necessary changes from GPA before proceeding with the work affected thereby.

4.13 Price Adjustment

4.13.1 Price Adjustment Methods

Any adjustment in contract price within the parameters of this contract 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 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 or subsequently agreed upon;

d) In such other manner as the parties may mutually agree; or

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
4.13.2 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.

4.14 Changes

4.14.1 Change Order

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 this contract 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 the Territory in accordance therewith;
b) Method of shipment or packing; or
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 the Territory 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 under this contract.

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 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 the CONTRACTOR for the complete delivery of the Goods, Special Services, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the 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 the
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, accepted by GPA, may change the Contract Price. The 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 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.

The CONTRACTOR shall submit for review by GPA monthly invoices accompanied by a progress report describing the work performed during the compensation period. All payments to CONTRACTOR shall be free of any deductions, including but not limited to withholding taxes.

Should GPA enter into a Deferred Payment Agreement with the CONTRACTOR, GPA shall pay the CONTRACTOR for cost and services rendered upon complete delivery and acceptance of all goods and services as herein specified and performed under the Contract Agreement. A Deferred Payment Agreement as shown on Appendix N shall be executed between the CONTRACTOR and GUAM POWER AUTHORITY. The first application for payment maybe submitted by the CONTRACTOR after the Deferred Payment Agreement has been executed. GPA will make payments within thirty (30) days from receipt and approval of the invoice.

4.17 Force Majeure

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

a) Delay caused by lack or inability to obtain raw materials, congestion at CONTRACTOR's or its subcontractor's facilities, or elsewhere; market shortages, or similar occurrences, or

b) Delay, either on the part of the CONTRACTOR or its subcontractors, caused by shortages of supervisors or labor, inefficiency, or similar occurrences, or

c) Sabotage, strikes, or any other concerted acts of workmen, which occur only in the facilities of the CONTRACTOR or its subcontractors.
Should the circumstances of Force Majeure continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole Agreement or any part thereof in accordance with Paragraph 4.21. Any delay or failure in performing the obligations under the Contract Documents of the parties hereto shall not constitute default under the Purchase Contract or give rise to any claim for damages or loss or anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure, and if a claim is made therefore.

4.17.1 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.

4.17.2 Delivery Time and Force Majeure

Only a Change Order may change contractual Delivery Times. The CONTRACTOR as provided in Paragraph 4.14 Changes 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.

4.18 Warranty

The CONTRACTOR'S obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the 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.

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 on which GPA has placed the Goods in continuous service, or within twenty-four (24) months from the date of final payment, whichever date shall first occur, 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.

If within any warranty period, repairs or changes are required in connection with guaranteed work which, in the opinion of GPA, 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, the CONTRACTOR shall promptly upon receipt of notice from GPA and without expense to GPA:

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 GPA, 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.

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

If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, GPA may have the defects corrected and the 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 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.
4.19 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.

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

Inspectors may be placed by GPA 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 GPA shall so decide, to annul the contract.

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 of a dispute, an independent inspector shall be appointed, mutually acceptable to both parties, whose decision as to the quality and/or necessity of the work shall be final and binding on both parties. The independent inspector(s)’ fees and charges shall be shared equally by both parties. Payments of any and all invoices of any major repairs or replacements shall be made based on mutually acceptable terms pre-approved by the CONTRACTOR and GPA.

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.

If the CONTRACTOR fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the OWNER may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the CONTRACTOR, or may terminate the right of the CONTRACTOR to proceed. The CONTRACTOR and surety shall be liable for any damage to the same extent for termination thereunder.

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.
The CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The CONTRACTOR shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the CONTRACTOR or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus fifteen percent (15%) shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

4.20 Final Inspection

When the work is substantially completed the CONTRACTOR shall notify the OWNER, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the CONTRACTOR's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the CONTRACTOR of this responsibility in the matter.

4.21 Remedyng Defects

4.21.1 Remedyng 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.
4.21.2 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.

4.21.3 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 4.32, 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.

4.22 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 this contract. 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 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; or

b) Terminate the work covered by such order, as provided in the ’Termination for Default Clause' or the 'Termination for Convenience Clause of this 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 this contract; 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 this contract.

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 or the Territory so require, terminate this contract in whole or in part, for the Convenience of the Territory. The Procurement Officer shall give written notice of the termination to the CONTRACTOR specifying the part of the contract 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 the GPA. The CONTRACTOR must still complete 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; and,

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 this contract.

The CONTRACTOR shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the CONTRACTOR in which the Territory 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 the Territory has breached the contract 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;

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 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. 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 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 this contract. 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 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 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 this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, 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 or such part of the contract 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 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 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 the GPA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the CONTRACTOR's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The GPA may withhold from amounts due the CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the GPA against loss because of outstanding liens or claims of former lien holders and to reimburse the PURCHASER for the excess costs incurred in procuring similar goods and services.

4.24.4 Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this contract 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 the Territory 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 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, the delivery schedule shall be revised accordingly, subject to the rights of the GPA under the clause entitled "Termination For Convenience", Paragraph 4.231. (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 Paragraph 4.24.4 (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract 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, this contract does not contain a clause providing for termination for Convenience of GPA, the contract shall be adjusted to compensate for such termination and the contract 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 this contract.

4.25 Disputes

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

4.26 Consequential Damages

Unless expressly provided for otherwise in this 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 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 two thousand dollars ($2,000.00) per calendar day, not as a penalty, but as reasonable liquidated damages for failing, neglecting or refusing the work within the time specified.

Should GPA choose to award the additive bid, the CONTRACTOR must agree to fully complete the work under the Contract Agreement within ninety (90) calendar days from the issuance of the Notice to Proceed (NTP). The CONTRACTOR must also agree to pay to GPA the amount of two thousand dollars ($2,000.00) per calendar day, not as a penalty, but as reasonable liquidated damages for failing, neglecting or refusing the work within the time specified.

4.27.1 Prosecution of the Work

The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

4.27.2 Suspension of Work

The OWNER will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the OWNER be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the CONTRACTOR shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the OWNER, but time for completion of the work will be extended to such time as the OWNER determines will compensate for the time lost by such delay determination to be set forth in writing.

4.28 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.

4.29 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.

4.30 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.

4.31 Governing Law

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

CONTRACTOR shall not sublet the 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 Agreement.

4.32 Non-waiver

GPA shall not consider any provisions of this 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 this 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 Agreement and shall not be deemed a waiver of any right of GPA to insist upon strict fulfillment of the Agreement or of any of GPA’s rights or remedies as to the Goods or Special Services furnished.

4.33 Severability

If any work, phrase, clause, article, or other provision of this 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 this Agreement valid and enforceable. All such deletions or modifications shall be the minimum necessary to effect the foregoing.

4.34 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 this Agreement.
4.35 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 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.

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 carry out the specified intent of the work, shall be furnished by the CONTRACTOR at no cost to the owner.

4.36 Claims based on the General Manager's Action or Omissions

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 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 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:

(1) 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.

(2) 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
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.

4.36.1 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.

4.36.2 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, 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.

4.37 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.

4.38 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.

4.39 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.

4.40 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 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.

4.41 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.

4.42 Insurance

CONTRACTOR shall not commence work under this contract 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. He shall maintain all insurance required during the course of the work.

4.42.1 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 limits of insurance shall be as follows unless a higher limit is required by statute:

1. 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 $1,000,000, a products and completed operations aggregate limit of $1,000,000, and a single occurrence limit of $1,000,000, and $1,000,000 for any of the above. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.

2. Auto Liability covering 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 $1,000,000 for each occurrence. GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.

3. Professional Liability or Architects and Engineers Liability in the amount of $1,000,000.
4. 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.

5. Worker’s Compensation and Employer’s Liability covering 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. Waiver of Subrogation endorsement shall be granted in favor of GPA.

6. Builder’s Risk or Installation Floater, when applicable, is to be furnished by CONTRACTOR, which shall include GPA as named insured.

7. Pollution Liability, when applicable, with limits of $5,000,000. GPA shall be an additional insured. Waiver of Subrogation shall be granted in favor of GPA.

8. Property insurance with replacement cost limits for the premises, property, improvements, structures, and machinery and equipment on the Premises.

9. Business Income and Extra Expense with a $3,000,000 limit or whatever is deemed appropriate by GPA upon award.

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.

4.42.2 Indemnification

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, omissions or negligence of the CONTRACTOR or the CONTRACTOR’s employees, servants, agents or subcontractors and from mechanics and materialism liens 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.

4.42.3 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 (30) 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 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 such.

4.42.4 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 the State or Territory where work under this contract is being performed and be executed by some agent thereof duly licensed as an agent in Guam.

4.42.5 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.

4.42.6 Waiver of Subrogation

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

4.43 CONTRACTOR Use of Site and Removal of Debris

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

a) To confine all operations to within the vicinity of the site limits and arrange 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

b) To take every precaution against injuries to persons or damages to property

c) 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

d) To perform any work necessary to be performed after regular working hours or on Saturdays, Sundays or legal holidays without additional expense to GPA
e) 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.

f) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

g) 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.

h) 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.

i) 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.

4.44 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.

4.45 Working Hours

Working hours shall be between 7:00 a.m. and 4:00 p.m. Monday through Friday.

4.46 Time Restrictions for Performing Work

No work shall be carried out on site 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 in considered by CONTRACTOR to be necessary to meet the Contract Time. The services of the Inspector and Engineer will be charged to the CONTRACTOR.

4.47 Safety and Health Requirements

4.47.1 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.

4.48 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.

4.48.1 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 the OWNER, as the situation may warrant.

4.49 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 the work. He shall provide all temporary wiring necessary.

4.50 Water

The CONTRACTOR shall make all necessary applications, pay all fees and charges, 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.

4.51 Signs

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

4.52 Standards

a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade or modified in such reference.

b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of
quality and shall not be construed as limiting competition; and the CONTRACTOR, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4.53 Samples

a) The CONTRACTOR shall furnish for the approval of the Contracting Officer any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.
b) No samples are to be submitted with bids.
c) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the CONTRACTOR's risk and expense.
d) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the CONTRACTOR and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.
e) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.
f) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.
g) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.
h) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the CONTRACTOR for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the CONTRACTOR with materials or equipment meeting the specification requirements, or at the discretion of the OWNER, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the OWNER except where laboratory tests as hereinafter specified are required by the specifications.

4.54 Methods

The CONTRACTOR shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the CONTRACTOR to increase their efficiency or to improve their character, and the CONTRACTOR must conform to such order. The failure of the Contracting Officer to demand such
increases of efficiency or improvement shall not relieve the CONTRACTOR or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

4.55 Labor and Materials

The CONTRACTOR shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the CONTRACTOR guarantees to accomplish same for the entire work.

4.56 As-Built Drawings

A contract set of drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings and a copy in AutoCAD format shall be delivered to the Contracting Officer.

4.57 Final Report

Two (2) hard copies and one (1) electronic copy 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
INVITATION FOR MULTI-STEP RE-BID

NO.: GPA-023-17

MOBILE WORKFORCE MANAGEMENT SYSTEM
(MWMS)

Volume II

Technical Qualification Requirements
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1 OVERVIEW

This Specification describes the general requirements for a Mobile Workforce Management System (MWMS) associated software, systems, and equipment, and other associated deliverables.

The CONTRACTOR Scope of work includes but may not be limited to engineering, system design, system configuration, system integration, system testing, training, documentation, O&M support services, the giving and execution of warranties, project management, and other activities, third-party products, and equipment necessary to provide GPA with a fully-functioning, cyber secure software completely integrated with external applications discussed in this specification. Additionally, the CONTRACTOR is required to supply, configure, test, document, and provide adequate training for additional third-party systems, software, and equipment required by this Bid.

1.1 GPA Overview

Guam Power Authority (GPA) is a public utility serving the island of Guam. GPA is a Government of Guam Public Corporation and Enterprise Fund. The Consolidated Commission on Utilities (CCU), a five-member elected board of directors, heads GPA. Additionally, GPA is regulated by the Guam Public Utilities Commission (GPUC).

GPA operates and maintains an electrically islanded generation, transmission, and distribution electric utility serving the Island of Guam, U.S.A. GPA, in conjunction with private partners, operates and maintains nine (9) power plants, with a total gross nameplate capacity of 423.8 MW. An overview of GPA’s generation resources and transmission systems is provided in GPA’s Integrated Resource Plan, which can be found at the following webpage:

http://guampowerauthority.com/gpa_authority/strategicplanning/2012IRP.php

GPA also has maintains an estimated combined total of 175 miles of 115 kV and 34.5 kV transmission lines and an estimated 585 miles of primary distribution lines, and 29 substations. The GPA Islandwide System Transmission Single Line Diagram can be found on the following webpage:

http://guampowerauthority.com/gpa_authority/engineering/gpa_engineering_system_diagrams.php

1.1.1 GPA Cybersecurity Plan and Policies

As part of the Smart Grid ARRA Grant Program, GPA developed a Cybersecurity Plan and Policy set. All Smart Grid and Bid related equipment, implementations, network, voice, and data communications, data transfers, software applications, work processes, planning, remote operating control, and physical security must adhere to the GPA Cybersecurity Plan. The entire conduct of the execution of the Bid and Project falls under the aforementioned requirement.

The Bidder must describe in detail how it will design for the electronic and physical security for the Bid software, associated software, systems, and equipment.
1.1.2 GPA General Responsibilities

GPA shall supply the following items and services for the MWMS Project:

A. Space and server cabinets in the GPA Server Rooms for CONTRACTOR supplied equipment.
B. Virtual Server
C. Power sources at the GPA Server Room.
D. Air-Conditioned environment at the GPA Server Room.
E. Timely technical review and approval of CONTRACTOR’s designs, plans, documentation, training manuals, and other deliverables subject to GPA review.
F. Participation in CONTRACT supplied training programs

The CONTRACTOR’s responsibility includes analysis of the resources supplied above to determine if adequate resources exist to support the project. The CONTRACTOR must provide any additional resources, equipment, and modifications to GPA Server Room infrastructure to bridge all resource and infrastructure gaps.

1.2 Interfacing with External Applications

The MWMS shall interface with external applications. These applications include but are not limited to:

a. Landis+Gyr Command Center - Advance Metering Infrastructure (AMI)
b. ESRI - Geographic Information System (GIS)
c. Milsoft DisPatch - Outage Management System (OMS)
d. Oracle’s Customer Care & Billing (CC&B) - Customer Information System (CIS)
e. Smart Works Compass Metersense - Meter Data Management System (MDMS)
f. iDashboards
g. JDE - Computerized Maintenance Management System (CMMS)/Enterprise Asset Management (EAM).

1.2.1 Advanced Metering Infrastructure (AMI)

GPA uses Landis+Gyr AMI System and its software Command Center. The CONTRACTOR shall provide interfaces for the transfer of information between the MWMS and AMI.

1.2.2 Geographic Information System

The Geographic Information System (GIS) is an integral tool used by GPA for planning, cost estimating, and analyzing systems in a spatial way. The Environmental Systems and Research Institute (ESRI) ArcMap is the GIS software purchased and used by GPA.

In ArcMap, the map consists of a series of layers GPA facilities and power lines networks that are geographically referenced on an aerial photography/satellite imagery layer as the background. The map layers are user selectable. Users can select all or some of the map layers to display the facilities and
pipeline they want to view on the map, and can turn the aerial photography/satellite imagery layer on or off. The map layers and the aerial photography/satellite imagery layer can be exported in Shape files and MrSid imagery respectively.

Data in the MWMS shall be geographically referenced. Contractor shall bring in the map from the ArcMap GIS into the MWMS to maintain one single consistent map. This should reduce data maintenance and errors. Consistency is also essential for users to transition between the ArcView GIS and the MWMS system, efficiently and without confusion.

Importing the shape files (GIS format) and MrSid imagery into the MWMS to create and update the map shall be a simple and seamless process to accomplish. Furthermore the MWMS shall enable users to select the layers they want to view on the map. A selectable list of layers shall be provided on the MWMS map display to turn layers on or off.

1.2.3 Outage Management System (OMS)

GPA uses Milsoft’s Outage Management System (Dispatch). The CONTRACTOR shall provide interfaces for the transfer of information between the MWMS and OMS. Linking to outage data, routing trouble tickets through to the scheduling and dispatch system, finding appropriate crews to deal with outages.

1.2.4 Customer Information System (CIS)

GPA uses Oracle Customer Care and Billing Software for its Customer Information System. The CONTRACTOR shall provide interfaces between the MWMS and CIS. Linking the customer data, displaying information about customer premises, billing information, asset inventory and work to be carried out.

1.2.5 Meter Data Management System (MDMS)

GPA uses SmartWorks Compass Metersense Software for its Meter Data Management. The CONTRACTOR shall provide interfaces between the MWMS and MDMS. GPA will employ a Meter Data Management System to which the MWMS must integrate with and send or receive information regarding outage work tickets, work order status, work order completion, incident response, truck roll.

1.2.6 iDashboards

GPA uses iDashboards as its enterprise Business Intelligence dashboard tool. The CONTRACTOR shall provide interfaces for bilateral transfer of information from the MWMS to iDashboards.

1.2.7 JDE - Computerized Maintenance Management System (CMMS)/Enterprise Asset Management (EAM).

GPA uses JD Edwards for its Computerized Maintenance Management System (CMMS). The CONTRACTOR shall provide interfaces for bilateral transfer of information from the MWMS to JDE.
2 PROPOSAL REQUIREMENTS

2.1 Technical / Qualitative Proposal

The Bidder shall demonstrate sufficient qualifications for this solicitation by providing the following sections as part of the Technical or Qualitative Proposal. The Bidder shall provide sufficient information for how and what it will provide GPA in order to fulfill all the requirements of the Bid.

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
G. Financial Information and Credit Worthiness
H. Disclosure of any pending or current litigation against the Company that may affect the firm’s performance on this project.
I. Project team organizational chart and curriculum vitae related to the scope of this project.

2.1.2 General Qualification Criteria

GPA will use the following criteria to reject or accept the Bidder qualifications as a valid supplier.

A. Bidder shall provide three years of financial data sufficient for GPA to ascertain the ability of the Bidder to initially finance the project while in production. Financial data acceptable to GPA include but are not limited to SEC 10K form, annual reports with detailed balance sheet and income statements, Dun & Bradstreet credit ratings, and Moody’s Corp., Standard & Poor’s and Fitch Inc. credit ratings.

GPA seeks an experienced CONTRACTOR possessing the following general characteristics:

A. High degree of technical capability
B. Has a great product that meets GPA’s requirements

2.1.3 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 description of the planned scope of work for each Basic Bid and Additive Bid Item. The details for the permits, warranties and operations and maintenance (O&M) services shall be provided here.
C. A detailed Project Execution Plan (PEP)
D. Detailed project plans
E. Detailed work breakdown structure (WBS)
F. Resource schedules
G. Quality procedures
H. Reporting procedures including project dashboards
I. Product purchasing and development plans
J. Risk management planning including risk analysis and mitigation matrix (RAMM), and
K. Complete Functional Requirements sheet (Appendix N)
L. Quality Management Plan (QMP) for project and for system service life to:
   a. Ensure quality is planned
   b. Define how quality will be managed
   c. Define quality assurance activities
   d. Define quality control activities
   f. Define acceptable quality standards
M. Brief description of information or coordination to be requested from GPA for the duration of the project.
N. Brief description of Project Management methodology such as Critical Path Management (CPM).
O. A plan discussing how it will use virtual teams and services throughout the project to minimize travel expenses, disruption of GPA operations, and total project costs.

In the Project Approach of the Technical Proposal, the Bidder shall provide a description of the O&M plan for the project that demonstrates the long term operational viability of the proposed project. The plan should include a discussion of the staffing levels proposed for the project, the expected role of the CONTRACTOR, scheduling of major maintenance activity and the plan for regular testing and for performance monitoring and trending.

The Bidder shall provide examples of the Bidder’s experience with O&M services for other similar projects. The Bidder shall also provide a detailed list of all services that will be included in the O&M contract.

Contract performance shall be evaluated annually, within 60 days of the contract anniversary. Performance Testing shall be conducted annually for performance verification.

In the Priced Proposal Worksheet, the Bidder shall specify the Fixed O&M Fee for each contract year if separate or specify that it falls within the annual licensing fees.

2.1.3.1 Project Coordination

This section describes requirements for project coordination, project meetings, project progress reporting, approvals, as well as project documentation.
2.1.3.2 Project Team

As part of the proposal, the Bidder shall describe the general project organization related to project support and control, and the project organization intended to support the GPA project.

The GPA project manager will coordinate all GPA activities on the project. All communications between GPA and the Bidder shall be made through the Bidder’s Project Manager and the GPA Project Manager.

2.1.3.3 Schedule

The Bidder shall submit in the bid an overall schedule for major project activities from the time of contract award to the completion of the availability test for the system. GPA requires the BIDDER to substantially complete the Project 365 days after receiving a Notice to Proceed from GPA. Substantial completion is defined as having initiated the Site Acceptance Test.

Within two (2) weeks after contract award and thereafter as part of each progress report, the BIDDER shall submit to GPA a detailed project schedule in MS Project format.

To support effective monitoring of the project’s progress, meaningful, measurable performance milestones shall be scheduled frequently. In general, a milestone shall be indicated every four (4) weeks for each major area of project activity. The schedule shall clearly indicate the critical dates for GPA activities, including training and database and display activities.

The Bidder shall explain any deviations from the planned delivery schedule and the proposed plan for recovery of the planned schedule shall be defined. A sample schedule shall be included with the Bidder’s bid.

2.1.3.4 Progress Reviews and Project Team Meetings

2.1.3.4.1 Progress Review Meetings

The Bidder shall describe how it will conduct weekly progress review meetings with the GPA Program Management Office (PMO). The Bidder shall describe and provide examples of dashboards it will use to facilitate these meetings and provide day-to-day progress.

The CONTRACTOR shall provide a meeting schedule to discuss project progress. GPA will review and approve the meeting schedule and venue. The BIDDER is responsible for taking meeting minutes and distributing the minutes to the GPA.

2.1.3.5 Project Status Meeting

The Bidder shall provide a schedule for monthly project status meetings. The Bidder must describe how it will organize and conduct these meetings. Project status meetings shall be used to review the project status report, action items, and technical issue review. It is conducted with GPA Senior Staff and Management.
2.1.3.6 Monthly Status Reports

The Bidder shall describe the content it will provide in its monthly status reports. The Bidder will provide its ideas for an Executive Dashboard for the project.

A progress report shall be prepared by the BIDDER prior to scheduled project meetings and be available at least one (1) week prior to each progress review meeting. The progress report shall contain at least the following:

1. An updated detailed project schedule, with explanations for any changes.
2. A detailed list of all activities completed since the previous report.
3. A detailed of activities not accomplished for the months and the reasons and contingency plans to recover.
4. The status of unresolved contract changes and issues.
5. A list of current or anticipated problems areas and proposed solutions.
6. Updated lists of Bidder and GPA actions items along with required resolution dates.

2.1.4 Cybersecurity Approach

The Bidder shall provide a detailed discussion of its approach to implementing cybersecurity implementation of the MWMS.

2.1.5 Architectural Scalability and Flexibility

The Bidder shall provide a discussion of the proposed MWMS architecture, scalability, and flexibility. The discussion shall include the practical capabilities, limitations, and any relevant issues regarding the aforementioned topic including but not limited to:

A. Maximum number of users supported
B. Maximum number of work flows supported
C. Data storage and retrieval capabilities versus MWMS performance (e.g., system response issues).

2.1.6 Product Suite Technical Roadmap

The Bidder shall provide a discussion of its Product Suite Technical Roadmap in the Technical/Qualitative Proposal including a development and commercialization schedule. The discussion shall include the capabilities, limitations, critical paths, ongoing and planned developments and customizations for customers, and any relevant issues regarding the implementation of these capabilities.

The Bidder shall discuss how GPA can become an integral part of the developments and beta testing of applications and new functionalities as part of any steering committee activities the Bidder supports or undertakes.
The bidder shall provide detailed descriptions for each MWMS functions satisfying the requirements found in section 4.1 MWMS function requirements.

2.1.7 Integration

The bidder shall provide detailed integration descriptions between MWMS and the third-part systems in Section 1.2 Interfacing with External Applications.

2.1.8 Advanced Applications

The Bidder shall provide a discussion of all of its advanced applications supported by the proposed MWMS in the Technical/Qualitative Proposal. The discussion shall include the capabilities, limitations, and any relevant issues regarding the implementation of these capabilities.

GPA may consider these advanced applications presented by the Bidders in an Additive Bid Amendment. Bidders shall provide a budget for the acquisition, licensing, and implementation for these and other presented applications.

2.1.9 Peripherals - Mobile Devices

Guam Power Authority expects this system to work on mobile devices as per industry standard. Guam Power Authority currently has no mobile devices. The bidder shall propose mobile devices that are compatible with the MWMS.

2.1.10 Quality Assurance and Control (QA/QC) Plan

The Bidder shall describe its quality assurance/quality control plan for this project to demonstrate how insofar as possible that the MWMS, software, systems, and equipment delivered to GPA is fully functional, operates in a smooth and consistent manner, and is free of defects or errors.

All materials, hardware, and software to be furnished and all work to be performed under this Specification shall be subject to Quality Assurance and Testing. No hardware or software shall be shipped until all required inspections and tests have been made, demonstrating that the system conforms to the Specification and the hardware and software have been approved for shipment by GPA.

Approval of the inspection and test results, the acceptance of hardware and software, or the waiving of inspection or tests thereof, shall in no way relieve the Bidder of the responsibility for furnishing a complete system that meets the requirements of the Specification. Nor shall such actions invalidate any claim that GPA may make because of defective or unsatisfactory hardware and software. GPA reserves the right to request additional tests at no extra charge on any work GPA determines not to be in accordance with this Specification.

2.1.10.1 Test Plans and Procedures

Bidder shall describe and provide a schedule for formal QA/QC testing and reviews. Test plans and procedures for both factory and field tests shall be developed and sufficiently documented by the Bidder in order to ensure that each test is comprehensive based on the functions to be exercised and that any part
of the test can be repeated, if GPA so desires. Separate test plans and test procedures shall be submitted to GPA for approval prior to the start of the functional performance tests.

The CONTRACTOR shall submit for approval a test plan and test procedures for the factory tests and all field tests at least eight (8) weeks prior to the start of the testing.

The test procedures shall be comprehensive and include, but not limited to the following:

a) Purpose of each test  
b) Function(s) to be tested  
c) Test set-up and test conditions for each part of the test  
d) Expected results/the acceptance criteria

A schedule shall be provided with the test procedures, detailing the individual tests to be performed each day. A minimum of five (5) days shall be set aside for testing of the hardware and software by GPA representatives.

The CONTRACTOR shall maintain a complete record of the results of all factory and field tests. GPA shall be provided with a copy of the complete test results. This copy / record shall be corresponding to the steps enumerated in the test procedures.

The system must undergo and pass a number of functional and performance tests prior to final acceptance by GPA.

2.1.10.2 Site Acceptance Testing

The Bidder shall describe its Site Acceptance Plan for the project.

The SAT test shall concentrate on those areas of system operations that are simulated or only partially tested in the factory. GPA shall witness the SAT.

2.1.10.3 1000-Hour Availability Testing

The Bidder shall describe its plan for the project availability testing.

Following the Site Acceptance Test, the CONTRACTOR shall conduct a 1000-hour test to verify the ability of the system to meet its availability requirements. The CONTRACTOR shall submit a formal availability test procedure for review and approval by GPA. All variances against the system must be resolved prior to the start of the test. The test shall consist of normal system operations without special test equipment or procedures. GPA personnel shall maintain all reports and records defined in the availability test procedure. GPA will operate the system according to the procedures described in the approved Bidder documentation. The CONTRACTOR shall perform all preventive and remedial maintenance assisted by GPA personnel.

The system shall be deemed available if it is functional for normal operations. Minor problems or nuisances shall be reported as variances, however, the system shall not be deemed unavailable due to these problems. Examples of the system being unavailable shall be the failure of both the prime and
backup software applications, or hardware, thus rendering the system not fit for operational use. Examples of problems that shall not constitute the system as “unavailable” are database and configuration issues where the systems is functioning properly, however has been programmed with improper data. In the event of failure of non-redundant devices such as consoles or printers, the system shall be deemed unavailable if more than 1 device is not functioning.

2.1.10.4 Variances

The Bidder shall describe its plan for the identifying, reporting, documenting, and resolving variances including final variance resolution sign-off and approval by GPA.

A variance report shall be prepared each time a deviation from Specification requirements is detected of a problem in the functionality of the system is encountered during any of the System tests.

The report shall include a complete description of the variance, including the reference to this Specification and the test procedure and a description of the test conditions at the time the variance was detected.

The CONTRACTOR shall document the corrective actions taken to eliminate each variance by providing sufficient detail for the GPA representative to determine the necessity for and extent of the re-testing of the offending function. This shall include any evaluation of any interaction with previously tested functions, and of any documentation that may require updating as a result of the corrective action.

The variance report shall be completed when the CONTRACTOR and GPA representatives acknowledge correction of the variance with signatures. The variance reports shall be available to GPA at all times and shall be submitted by the Bidder to GPA at the conclusion of each test. The sign-off on variance resolution confirmation must involve the GPA personnel who have witnessed both the variance and its resolution.

2.1.11 Training Plan

The Bidder must provide a detailed training plan for all delivered software and systems. The Bidder must provide the prerequisites for all training so that the appropriate people are provided the training. The Bidder shall provide a training program for GPA personnel for maintenance and operation of the MWMS, third-party systems and applications, and all related items in the list of deliverables.

The Bidder shall design the training scope, vehicle, and schedule to accommodate GPA work schedules. Not all of the trainees can attend at the same time.

The Bidder will give GPA full use rights to the training and testing materials and documentation.

2.1.12 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. Provide the bid price and final contract price for the last five projects the Project Team members have completed that exceed $100,000.

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.

2.1.13 Time of Delivery

The Bidder shall demonstrate adequate time of delivery of the project within the specified completion time. Bidder shall provide a draft project schedule illustrating all major tasks identified in Section 3, Contractor Scope of Work, with their respective durations. The Bidder shall provide a complete critical path schedule for the project from the contract award to project commissioning. For each project element, list the start and end date.

The Bidder shall identify the elements on the critical path. The schedule shall include, as a minimum, facility contracts, construction, siting, environmental permitting (anticipated submittal and approval), engineering, procurement, local permits and any other requirements that could influence the project schedule. The Bidder shall identify any status of permits, licenses and studies required. The project schedule shall include dates for all construction and applicable reporting milestone events.

2.1.14 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
E. Software and system support services

The Bidder must provide a contact name, phone numbers, an email address, and the other information indicated below for each reference in the below table format.

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2.1.15 Case Studies

The Bidder shall provide at least two (2) case studies of actual product users and recipients of similar services from the proposed Project Team within the past five (5) years indicating:

A. Scope
B. Benefits and Costs Actuals

The Bidder must arrange teleconferences and/or site visits between GPA and the Case Study customer. These case studies cannot include the Bidder’s parent company, subsidiaries, holding company, partners, etc.

2.1.16 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 Priced Proposal

The Priced Proposal is itemized into specific activities as indicated in the Priced Proposal Worksheet in Appendix M. The Bidder must indicate a bid price for each Basic Bid and Additive Bid item and there shall be no double-charging.

The Bidder’s Priced Proposal Worksheet shall contain bid prices for each of the specific activities and total bid package. GPA will evaluate the Priced Proposal and will decide to award either the basic bid, both the basic bid and additive bid, or none of the bid options to the Bidder.

2.3 Additive Bid Items

The Bidder shall include, in the Project Approach of the Technical Proposal, more detailed scope of work descriptions for each Additive Bid Item for evaluation.

GPA shall have the option of instructing the Bidder to proceed with any Additive Bid Item throughout the duration of the contract negotiations or thereafter.
3  CONTRACTOR SCOPE OF WORK

3.1  General Scope Requirements

The Scope of Work for this project includes the following:

The CONTRACTOR shall be responsible for all aspects of project implementation including but not limited to:

A. Necessary permits, if required
B. Adherence to all applicable codes and standards
C. System engineering and design
D. Installation design of MWMS: addressing all software and hardware requirements
E. MWMS and other necessary equipment procurement and delivery
   a. Delivery of all Operating System software and application software
F. All software, equipment installation and integration
   a. Software Integration coordination with GPA
   b. Equipment and software installation coordination with GPA
   c. Complete and seamless integration of all Bidder-supplied hardware, software and applications
   d. Complete and seamless integration and installation of CONTRACTOR-supplied MWMS and supplied systems, software, and equipment with the external software applications and systems discussed in the specifications.
G. Commissioning and quality assurance and performance testing with coordination with GPA or its ENGINEER
   a. Provide engineering, programming, report designing, and database conversion and integration assistance
      1. It is the responsibility of the CONTRACTOR to ensure that the above work is performed at the highest quality and to schedule
   b. Plan, document, Site Acceptance Testing (SAT), and all other required tests
   c. Delivery of all documentation for the MWMS, supplied systems and equipment, warranties including but not limited to testing manuals and results, user guides, installation/operation/maintenance manuals, drawings, schematics, etc.
H. Training on all delivered software applications, systems, equipment, etc.
   a. Deliver initial on-site training of GPA personnel for operation and maintenance of delivered MWMS, and other associated systems, software, and equipment
   b. Deliver on-site refresher training of GPA personnel for operation and maintenance of delivered MWMS, and other associated systems, software, and equipment on the one-year anniversary of initial training
   c. Provide access to refresher and other training online on demand training for GPA personnel for operation and maintenance of delivered MWMS, and other associated systems, software, and equipment on the one-year anniversary of initial training
I. Delivery of all warranties including those from third-party suppliers
   a. All warranties for delivered software, systems, and equipment must be made to GPA.
J. Delivery and execution of a support and operations and maintenance service contracts
a) Support and maintain the delivered system including but not limited to MWMS, software, systems, and equipment provided for one (1) year after successful completion of Site Acceptance Test

MWMS shall have the following functionality:

- To manage the deployment and support maintenance of Electric Meters
- To manage the deployment of Smart Meters and the maintenance of Advance Metering Infrastructure (AMI).
- To manage ongoing mobile workforce (Field crew) operations
- To provide wireless connectivity to back office applications
- To integrate with GPA’s Enterprise Asset Management System, Meter Data Management System (MDMS), Customer Information System (CIS), and Outage Management System (OMS)
- To manage Automated Vehicle Location (AVL)

The CONTRACTOR shall include in its price proposal all of the above activities and any other activities necessary to provide GPA with a fully-functioning, cyber secured MWMS completely integrated with external applications discussed in this specification and existing GPA network and equipment.

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 the MWMS, other software, and related features.

### 3.2 Special Conditions

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.

### 3.3 Basic Bid Items

The following are general descriptions of the Basic Bid Items listed in the Priced Proposal Worksheet. The Bidder shall include, in the Project Approach of 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 installation on the various items on the project site(s).
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 Gantt 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 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.

In the Project Approach of the Technical Proposal, the Bidder shall identify all federal and local permits, licenses and environmental assessments and/or environmental impact statements required to construct and operate the project.

3.3.3 Project Installation Requirements Gathering

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

CONTRACTOR is responsible this scope of work and for all costs to implement this plan.

3.3.4 Integration Design

The CONTRACTOR shall provide to GPA a design plan that describes all activities regarding integration of the MWMS and other third-party software delivered under this project with the GPA network.

The CONTRACTOR shall provide to GPA a design plan that describes all activities regarding integration of the MWMS and other third-party equipment delivered under this project.

CONTRACTOR is responsible this scope of work and for all costs to implement this plan.

3.3.5 Execution Plan

The CONTRACTOR is responsible this scope of work and for all costs to implement this plan.
3.3.6 Installation Design

The CONTRACTOR shall provide to GPA an integrated design plan that describes all activities.

The design plan shall include:

A. Site Plan:

Site plan shall identify all installation activities that will be undertaken on the site. The CONTRACTOR shall perform site work as necessary to prepare site for installation activities.

The CONTRACTOR is responsible this scope of work and for all costs to implement this plan.

3.3.7 Equipment and Software Cost, Procurement and Delivery

The CONTRACTOR shall be responsible for the procurement and delivery of the MWMS and other necessary equipment to install this project in a turn-key manner. Any equipment and material prices shall be provided on the basis of CIF to the Guam job site unloaded.

The MWMS shall comply with the specifications identified in Section 4. The CONTRACTOR shall comply with all sections of the entire procurement documentation including Bid Amendments, Appendices, and applicable industry standards and guides. Bidders shall provide a breakdown of the cost components for all Bid Items.

3.3.8 On-Site Construction, Installation and Interconnection

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

A. Requirements gathering for design, planning and plan execution activities
B. Equipment delivery and staging
C. Installation activities as needed
D. MWMS installation
E. Site Acceptance Testing (SAT)
F. Integration installation work as needed.

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

3.3.9 Progress Meetings

Monthly progress meetings with the MWMS Task Force 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.
The CONTRACTOR shall meet one a week with the MWMS Program Management Office or as necessary to track daily and weekly progress and activities. The CONTRACTOR must provide Project Dashboards on GPA’s iDashboard application to track daily and weekly progress and activities.

### 3.3.9.1 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.

### 3.3.10 Commissioning, Quality Assurance, and 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 MWMS and other delivered software, systems, and equipment. Additionally, formal and informal testing must occur as part of the CONTRACTOR’s quality assurance and control plan.

The CONTRACTOR shall provide:

**A. Site Commissioning and Site Acceptance Test (SAT):**

The CONTRACTOR shall complete commissioning process and testing of all installed MWMS equipment, subsystems, and related software and equipment to establish acceptability for use in the GPA operational environments.

CONTRACTOR must submit a SAT plan for GPA’s approval no later than two months prior to the scheduled Site Acceptance Plan execution. The report shall include a list of software/equipment/products/systems commissioned, activities and tests to take place during the SAT. Each test element of the SAT must describe the function or attribute under test and the pass/fail criteria. The CONTRACTOR must describe and provide a system for identification of testing variances and their resolution and escalation along with the SAT documentation.

Commissioning activities shall include, but not be limited to:

1. Verification of successful testing of each MWMS, third-party system, and equipment functional element
2. Verification of successful testing of each MWMS of the integration of third-party systems.
3. Other external applications that may come under the project prior to FAT.

**C. Delivery and Warranty:**

The CONTRACTOR shall complete all inspection and commissioning requirements prior to final inspection. The MWMS shall include industry standard service and parts warranty specified in
Volume I, Section 4.18. CONTRACTOR must provide and identify a detailed comprehensive list of each MWMS component under the warranty and the specific associated warranty.

D. Final Inspection:

The CONTRACTOR shall conduct a final inspection with the GPA Project Manager 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.

E. Documentation of All Installation and Installation Work:

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

1. Training Materials
2. Software Documents
3. Maintenance Documents

3.3.11 Training

The CONTRACTOR shall conduct a training program for GPA personnel for operation and maintenance of the MWMS, third-party systems and applications, and all related items in the list of deliverables. The training shall include testing of the trainees to ensure the imparting of the necessary skills to operate and maintain the MWMS.

The CONTRACTOR shall provide training manuals and material in heavy duty 3-ring binders or otherwise in a bound fashion, for each participant. The CONTRACTOR shall provide electronic copies of all training materials in the DropBox account or other file sharing system set up by GPA. The training sessions shall be coordinated with GPA. The CONTRACTOR must record all training sessions for future use.

3.3.12 Demobilization

The CONTRACTOR shall demobilize facilities as necessary, and restore the project site(s) to acceptable conditions. 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.
3.3.13 Warranty

The CONTRACTOR shall provide the standard warranty specified in Volume I, Section 4.18. Additionally, the CONTRACTOR must assign all third-party licenses and equipment warranties to GPA.
4 MWMS DETAILED FUNCTIONAL REQUIREMENTS

The bids for the MWMS shall be developed based on the requirements described below.

The proposed MWMS shall be designed for cost effective, ease of expansion and alteration. This includes but may not be limited to:

A. Adding and removing system modules and altering computer memory and input/output hardware

General MWMS design criteria include:

A. System designed for a 15-year life cycle
B. System minimum availability of 99.999%

The MWMS design architecture shall be based on modular and open systems design criteria. The new system shall utilize modern software applications, systems, equipment, and techniques to provide the high-speed data collection, data presentation, and aid in the decision-making process required in improving power system economy, electric power quality, and reliability. The system shall be designed to augment current operating procedures and interface with existing equipment.

4.1 MWMS Base Functional Requirements

MWMS common functional requirements include but may not be limited to:

<table>
<thead>
<tr>
<th>Functionality</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Order Management</td>
<td>To facilitate responding to meter exchange/installation requests in a timely and efficient manner</td>
</tr>
<tr>
<td></td>
<td>Allocate work requests and monitor meter exchange/installation service delivery by in-house staff and contractors</td>
</tr>
<tr>
<td></td>
<td>To record maintenance history of current and replaced meters</td>
</tr>
<tr>
<td></td>
<td>To follow work order life cycle process which includes status, parts list, crew, work performed, and readings</td>
</tr>
<tr>
<td>Dispatch</td>
<td>To enable effective dispatch of appropriate work crews to asset maintenance locations</td>
</tr>
<tr>
<td></td>
<td>GPA has an objective to have work orders issued to appropriate maintenance teams (based on crew skills, availability, proximity, etc)</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Communications and Synchronization | To ensure Workforce Management devices in the field are able to receive and transmit data live to the corporate system  
Where live connectivity may not be achieved due to connection issues, dead zones, or drop outs, contingency is in place to hold information until connection is restored for later transfer  
To ensure information and data that cannot be transferred whilst in the field can be uploaded upon return to the office  
Appropriate data security and integrity in place to ensure no experienced loss of data |
| Mapping                    | To enable maintenance crews to view cadastral and spatial asset data location information on an appropriate Workforce Management device  
To ensure staff can verify asset locations  
To enable staff to create asset location records in the field  
Ensure work orders are linked to the most appropriate asset  
Must be ESRI ArcGIS compliant using 1993 Guam Geodetic Network |
| Alerts and Messages        | Alert dispatch staff as to whether a meter exchange team has or has not successfully completed a task. |
| Calendar management        | To ensure maintenance staff / crews can highlight planned work for the day / week  
Dispatch staff can use calendar information to determine if work crews are available for new work order management jobs |
| Timesheets                 | To ensure maintenance staff / crews are able to record and plan their work for each day  
To ensure timesheet information is transferred to corporate systems for managing payroll more effectively |
| GPS                        | To locate assets requiring maintenance  
To locate maintenance teams in case of emergency (OHS)  
Must be ERSI ArcGIS Compliant |
| Integration                | To achieve integration of the proposed system with other core corporate applications  
To facilitate the sharing of work management based information across the organization |

This section outlines Guam Power Authority’s functional requirements for a Workforce Management System pilot project.
Each functional requirement is classified according to its importance in the overall system. A definition of the four weightings is listed below.

<table>
<thead>
<tr>
<th>Weight</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>A requirement that is considered essential to the day-to-day running of GUAM POWER AUTHORITY operations. All requirements of a statutory nature are by default weighted 'critical'.</td>
</tr>
<tr>
<td>Required</td>
<td>A requirement that is extremely important to GUAM POWER AUTHORITY’s business processes. If this requirement is not met, GUAM POWER AUTHORITY will not be able to operate and offer its services to an acceptable level.</td>
</tr>
<tr>
<td>Valued</td>
<td>A requirement that is important to GUAM POWER AUTHORITY and supports customer programs, satisfaction, and employee efficiency.</td>
</tr>
<tr>
<td>Desired</td>
<td>A requirement that provides some benefit to GUAM POWER AUTHORITY in carrying out their operations, but would not create significant additional work if it were not met. These would be nice to have and may be implemented in a future scenario.</td>
</tr>
</tbody>
</table>

Functional requirements are detailed as part of Appendix N – Functional Requirements Spreadsheet. OFFEROR must respond to the functional requirements per the instructions included as part of Attachment 1.

Optional applications and services (Additive Bid):

A. Catalog of post-commissioning training classes including syllabus, prerequisites, target job position, cost. Include online, on-site Guam, and off-island training costs and schedules.

4.2 Industry Standards

All work manufactured and/or furnished systems under any part of this Specification shall satisfy the latest version of applicable industry standards, but not limited to the following:

A. American National Standards Institute (ANSI)
B. Institute of Electrical and Electronics Engineers (IEE)
C. Instrument Society of America (ISA)
D. American Society of Mechanical Engineers (ASME)
E. National Electrical Manufacturers Association (NEMA)
F. National Electrical Safety Code (NESC)
G. National Fire Protection Association (NFPA) 70 – National Electrical Code (NEC)
H. International Building Code
I. American Water works Association (AWWA)
J. Electrical Power Research Institute (EPRI)
K. National Institute of Standards and Technology (NIST)
L. Underwriters Laboratory (UL) 508 - Industrial Control Equipment

Where recommendations from the above standards differ, the Bidder shall identify these issues as part of the Bidder’s submitted questions and make recommendation as to which standard applies. Unless modified by provisions of this Specification, these standards apply whether mentioned in the text or not. The Bidder shall also note where existing standards are not satisfied, or only partially satisfied. It is the sole discretion of GPA whether to accept the Bidder’s recommendations or make its own recommendations.

4.3 Language

MWMS system and delivered software and documentation shall use standard American (United States English and grammar.

4.4 MWMS Technical Specifications

This section and subsections describe technical and functional requirements the delivered MWMS must comply with.

It shall be noted that although it is the intent of GPA that the Bidder utilizes standard application software to the maximum extent possible, GPA reserves the right to accept or reject the Bidders proposal based on compliance to this specification.

4.4.1 Reporting

In order to satisfy the functional needs of GPA, the system shall be required to generate on-demand and periodic summary reports of data in the System Real-Time database and from data stored by the Historical Information Storage function or any of the MWMS Applications functions. Common tools using ODBC and SQL shall be used to generate reports and logs. The latest stable release of MS EXCEL and MS ACCESS are preferred to meet this functionality.

Customer reports shall be designed and constructed by GPA personnel following completion of training courses provided by the Bidder and with the Bidder’s support and guidance.

4.4.2 Health Monitoring

4.4.2.1 Introduction

The health monitoring system provided shall monitor Hardware usage (CPU, RAM, disk), table space, and DB fill level status. The application shall track system performance and stores the performance values in the health monitoring repository. It shall report error and warning messages through system event logs or alarming.

There shall be three (3) main functions of the health monitoring system:

a) Monitoring
b) Evaluating

c) Reporting

4.4.2.2 Monitoring

In the first level, the objects defined in the configuration shall be monitored.

The monitoring should be performed by health agents. Health agents should run as a Windows service on all computers, which shall be monitored.

The following items shall be monitored by a health agent:

a) Hardware usage (CPU, RAM, disk)

b) Tablespace fill level

c) DB fill level.

4.4.2.3 Evaluating

The result of the monitoring shall be the health state of the monitored item. The health state can be normal, critical, warning, or unknown.

The following mechanisms shall exist to derive the health state:

a) Threshold value: Compare the value (like disk usage) against a threshold.

b) Expected value: Compare the value (like state) against a normal state.

The individual health states shall be aggregated in a hierarchy: The health state of monitored group shall be the worst status of all monitored items.

4.4.2.4 Reporting

The health monitoring system shall provide the health states for applications and equipment.

4.5 Development/Test Environment

The Development/Test Environment provides a means to perform complex data model modifications and software changes in a stand-alone, isolated test environment before moving the system changes into the MWMS production environment.

The Development/Test Environment shall allow the data engineer to perform tests offline before activating data model changes in the Production System. The data management system shall provide the possibility to transfer the complete data model from the production system to a test system, to transfer individual jobs to the Development/Test Environment for test purposes, and to transfer tested jobs back to the Production Environment for activating them into the runtime system. The job life-cycle management shall include the test status of the data modifications to keep track of its status.
The Development/Test Environment shall have the following features:

a) The Development/Test Environment shall be separate from the Production Environment (Real-Time Operational Environment)
b) Consoles (user interface (UI) clients) shall be shared between the Production Environment and the Development/Test Environment.
c) The MWMS must enable a promotion of the Development/Test Environment data model configuration and software modifications into the Production Environment
d) The Development/Test Environment shall have program level and quality process level fail safes preventing promotion of corrupt or error-filled data models and software modifications into the Production Environment.

The Development/Test Environment may be hosted as a separate installation of MWMS system with its own hardware. Typically the hardware configuration shall be reduced with respect to the online system. For example, no redundancy

The proposed system should provide the following features for the Development/Test Environment:

a) The user of the Production Environment should be able to issue a bulk update of data in the Development/Test Environment from the current data model of the Production Environment.
b) The user of the Production environment should be able to transfer a single job from the Production Environment to the Development/Test Environment. The job can then be tested in the Development/Test Environment.
c) The user of the Development/Test Environment should be able to transfer the modifications of a tested job from the Development/Test Environment to the Production Environment. The user in the Production Environment should then accept the modifications and activate the job in the Production Environment.

The MWMS should provide the following features for the Development/Test Environment:

a) It should be possible to update the Development/Test Environment with the raw MWMS system data available in the Production Environment. In this manner, users in the Development/Test Environment can test applications with the current real time Production Environment.
b) It should be possible to replicate markers and manual updates from Production Environment to the Development/Test Environment.
c) It should be possible to initialize the values of the Development/Test Environment by their normal state or rated value. This initialization should be available using a button in the SAT.

A typical use case of the Development/Test Environment is the following:

a) The user creates and edits a new complex job in the Production Environment.
b) Due to the complexity of the job, the user wants to test the effects of the job first on the Development/Test Environment.
c) Within the operational system, the user sends the corresponding job for test to the Development/Test Environment.
d) Within the Development/Test Environment, the user imports the job and activates it.
e) The user tests the behavior of applications on the Development/Test Environment by using the current values of the operational system.

f) The user implements some modifications in the job on the Development/Test Environment, until the user is satisfied with the results.

g) The user sends the job back to the Production Environment.

h) In the Production Environment, the user accepts the changes performed to the job and activates the job in the Production Environment.

4.6 SYSTEM HARDWARE CONFIGURATION REQUIREMENTS

The system configuration shall be of a cost-effective design and shall possess a high degree of availability, maintainability, dependability, operating effectiveness, and expandability during actual operation.

4.6.1 Open System Requirements

The configuration of the MWMS shall have a distributed computing environment with open system architecture.

To be recognized as a true open computer system, all internal communications among the MWMS processors and all external communications between the MWMS and other computer systems shall be based on widely accepted and published internal or industry standards, which are appropriate and relevant to the open systems concept. This applies to the operating system, database management system, and display management, system, as well as to APIs providing standardized interfacing between systems software and application software.

The following design concepts shall be met:

a) The MWMS configuration shall be based on Open Systems Standards in which the software is totally transparent of the hardware such that any hardware adhering to these standards can be replaced / upgraded with a functionally similar device not necessarily manufactured by the original manufacturer.

b) The system must be field operational on at least 2 distinct hardware makes and models and two distinct operating systems.

c) Major subsystems shall be distributed to different sets of processors, such as MWMS processors, Application processors, and User Interface consoles.

d) All processing units of the MWMS shall be interconnected using industry standard Local Area Networks (LANs). The LANs shall support exchange of data from the various system components to include; processors and servers, user consoles, communications processors, terminals, gateways, any stand-alone disks and tape drives, etc.

e) The same revision of a widely accepted operating system shall be used. For Intel-based processors, the MS Windows™ operating system shall be used.

f) All software shall be written in a single cohesive, standard ANSI high-level language. The MWMS shall be designed to provide the highest possible level of hardware and software independence through the use of standard products, the use of standard toolkits, and through application modularity.
g) Expandability shall be provided through the use of a hardware and software platform that allows for vertical growth, and a configuration that allows horizontal growth and distributed computer/server support.

4.6.2 Availability

The availability design criteria for the MWMS shall be such that a single component failure shall not cause the loss of any critical system function. For all devices having a high failure rate or a potentially long repair time, multiple device failures shall not cause the loss of any critical system function. For example, a configuration is desired that permits redundant server computers to operate with a high availability disk drive system for storage of critical System Database using RAID technology. The bidder shall provide “mean time between failure” MTBF and “mean time to repair” MTTR data for all hardware components provided critical to MWMS system operation. The Bidder shall provide worksheets demonstrating the calculations for the system availability of 99.999%.

4.6.2.1 Maintainability

Following system failure detection, the cause shall be promptly isolated and corrected. As an aid to the diagnosis and correction of hardware problems, the system design shall permit the execution of diagnostic programs with the MWMS either on-line or off-line. The operation of on-line diagnostics shall not degrade any critical system functions except for devices(s) under test or device(s) used in testing.

Off-line system maintenance shall utilize off-line diagnostics (provided by Bidder). Off-line diagnostics shall support complete maintenance of all hardware elements and the diagnosis and isolation of any hardware fault.

The level of system repair to be undertaken by GPA maintenance personnel shall be at the unit replacement level or circuit board level for user maintainable hardware. The Bidder’s regularly scheduled maintenance training classes shall provide the training of GPA maintenance personnel in the use of the off-line diagnostics.

4.7 System Hardware Configuration

The MWMS shall use virtual machines if possible. If MWMS requires physical servers, it consist of redundant servers. The server shall have at least a 64-bit (minimum) processor sufficient to perform the system functions and may consist of multiple processors. The proposed servers and workstations shall support a minimum of two local area networks (LANs), multiple large capacity disk and tape drives, large RAM capability and high I/O throughput. Network access equipment, such as routers, terminal servers, print servers, etc., shall utilize a minimum 1000 Base-T network connections.

All servers shall be of industrial grade rack-mount with multiple processor capability.

Under normal operating conditions, the MWMS system shall operate with one set of server computers performing real-time functions (Primary System) with the other set of server computers acting as backup (Backup system). In the event of a Primary System failure, the Backup System shall perform all assigned critical system functions without degradation in response times and performance.
4.7.1 Security

The proposed MWMS must provide for a highly secure environment, which only allows authorized users to interact with the MWMS and consequently with the GPA systems.

4.8 User Interface Requirements

The User Interface (UI) shall provide a common “look and feel” interface for all users to interact with the MWMS.

4.9 Software Requirements

This section describes the required characteristics of the system software, database and software utilities of the MWMS. It is neither intended nor possible to list all software or all characteristics of the software required in the Bidder’s approach to system design. The Bidder is responsible, however, for including all the necessary software to satisfy the system functional requirements described in this Specification.

4.9.1 Design Characteristics

The Bidder shall propose a system based on its standard product line to the extent possible if the functional requirements of this specification are met.

All software to be provided by the Bidder shall be completely described in the Bidder’s proposal. New software, or software modified to satisfy the Specification shall be considered specially designed for this project. GPA reserves the right to approve the design of such software without relieving the Bidder of the responsibility to meet the functional requirements of this specification.

All software contracted under this specification must be installed, operating and completely documented in final form, including all standard software changes and field changes initiated by the Bidder and their suppliers, prior to acceptance of the system by GPA.

The type of users of the Mobile Workforce Management System are categorized as follows:

- System Administrator (System and Database Administrator)
- Power User (Dispatch)
- Standard Users (Users who enter/edit data and/or enquire on data within the system)

Please note that site licensing is preferred for the Workforce Management System, however concurrent licensing options may also be considered.

The licensing must also cover the set up of 3 user environments – a training environment, a production environment and a test environment (with an up-to-date copy of the production environment). Both the training and test environments need to continue to exist after the implementation phase, as GUAM POWER AUTHORITY will continue to train new users of the system in the training environment and test.
error fixes and system enhancements within the test environment. These environments also need to maintain historical data whilst allowing daily updates.
INVITATION FOR MULTI-STEP RE-BID

NO.: GPA-023-17

MOBILE WORKFORCE MANAGEMENT SYSTEM

(MWMS)

VOLUME III

CONTRACT
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CONTRACT

(Contractor)

GUAM POWER AUTHORITY

2017

MULTI-STEP RE-BID No.: GPA-023-17

MOBILE WORKFORCE MANAGEMENT SYSTEM

(MWMS)

SOFTWARE, INSTALLATION, AND MAINTENANCE
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 the procurement, installation and maintenance of an Mobile Workforce Management System (MWMS); and

WHEREAS, GPA has provided adequate public announcement of the need for such services through an Invitation for Multi-Step Bid, GPA-XX-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 for the installation and procurement of an MOBILE WORKFORCE MANAGEMENT SYSTEM; 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 providing the MWMS and performing its installation and maintenance, 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 provide and install the MOBILE WORKFORCE MANAGEMENT SYSTEM 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 Mobile Workforce Management System Install and Implementation 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. In this case, the SITE is the Cotal Conservation Reserve.

“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 to provide, install, and implement the Mobile Workforce Management System on or about 180 Calendar Days after NTP.


2.2 General Scope Requirements

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

A. Necessary permits, if required
B. Adherence to all applicable codes and standards
C. System engineering and design
D. Installation design of MWMS: addressing all software and hardware requirements
E. MWMS and other necessary equipment procurement and delivery
   a. Delivery of all Operating System software and application software
F. All software, equipment installation and integration
   a. Software Integration coordination with GPA
   b. Equipment and software installation coordination with GPA
   c. Complete and seamless integration of all Bidder-supplied hardware, software and applications
   d. Complete and seamless integration and installation of CONTRACTOR-supplied MWMS and supplied systems, software, and equipment with the external software applications and systems discussed in the specifications.
G. Commissioning and quality assurance and performance testing with coordination with GPA or its ENGINEER
   a. Provide engineering, programming, report designing, and database conversion and integration assistance
   1. It is the responsibility of the CONTRACTOR to ensure that the above work is performed at the highest quality and to schedule
   b. Plan, document, Site Acceptance Testing (SAT), and all other required tests
   c. Delivery of all documentation for the MWMS, supplied systems and equipment, warranties including but not limited to testing manuals and results, user guides, installation/operation/maintenance manuals, drawings, schematics, etc.
H. Training on all delivered software applications, systems, equipment, etc.
   a. Deliver initial on-site training of GPA personnel for operation and maintenance of delivered MWMS, and other associated systems, software, and equipment
   b. Deliver on-site refresher training of GPA personnel for operation and maintenance of delivered MWMS, and other associated systems, software, and equipment on the one-year anniversary of initial training
   c. Provide access to refresher and other training online on demand training for GPA personnel for operation and maintenance of delivered MWMS, and other associated systems, software, and equipment on the one-year anniversary of initial training
I. Delivery of all warranties including those from third-party suppliers
   a. All warranties for delivered software, systems, and equipment must be made to GPA.
J. Delivery and execution of a support and operations and maintenance service contracts
   a) Support and maintain the delivered system including but not limited to MWMS, software, systems, and equipment provided for one (1) year after successful completion of Site Acceptance Test

CONTRACTOR shall include the submission of a Master Project Schedule outlining anticipated start and end dates for each of the functional activities listed above.
CONTRACTOR shall provide all labor and materials including taxes, equipment, means, and operations necessary to purchase and implement the Mobile Workforce Management System and related features.

2.3 Special Conditions

It shall be 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.

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

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

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.

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

2.4 Test and Inspections

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.

2.5 Scope of Work - Basic Bid Items

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

2.5.1 Mobilization

CONTRACTOR shall be responsible for all preparatory operations performed by 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.

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.

2.5.2 Permits, Bonds and Codes

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.

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.

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

2.5.3 Construction Site Survey

CONTRACTOR shall perform all 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.

2.5.7 Procurement and Delivery of Software and Other Necessary Equipment

The CONTRACTOR shall be responsible for the procurement and delivery of Software and other necessary equipment for the implementation of this project in a turn-key manner.

2.5.8 Software Installation and Integration

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

A. Requirements gathering for design, planning and plan execution activities
B. Equipment delivery and staging
C. Installation activities as needed
D. MWMS installation
E. Site Acceptance Testing (SAT)
F. Integration installation work as needed.
The CONTRACTOR shall include the submission of a Master Project Schedule outlining anticipated start and end dates for each of the on-site installation and integration 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.

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.

2.5.9 Commissioning, Quality Assurance, and 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 MWMS and other delivered software, systems, and equipment. Additionally, formal and informal testing must occur as part of the CONTRACTOR’s quality assurance and control plan.

The CONTRACTOR shall provide:

A. Site Commissioning and Site Acceptance Test (SAT):

The CONTRACTOR shall complete commissioning process and testing of all installed MWMS equipment, subsystems, and related software and equipment to establish acceptability for use in the GPA operational environments.

CONTRACTOR must submit a SAT plan for GPA’s approval no later than two months prior to the scheduled Site Acceptance Plan execution. The report shall include a list of software/equipment/products/systems commissioned, activities and tests to take place during the SAT. Each test element of the SAT must describe the function or attribute under test and the pass/fail criteria. The CONTRACTOR must describe and provide a system for identification of testing variances and their resolution and escalation along with the SAT documentation.

Commissioning activities shall include, but not be limited to:

1. Verification of successful testing of each MWMS and equipment functional element
2. Verification of successful testing of each MWMS of the integration of third-party systems.
C. Delivery and Warranty:

The CONTRACTOR shall complete all inspection and commissioning requirements prior to final inspection. The MWMS shall include industry standard service and parts warranty specified in Volume I, Section 4.18. CONTRACTOR must provide and identify a detailed comprehensive list of each MWMS component under the warranty and the specific associated warranty.

D. Final Inspection:

The CONTRACTOR shall conduct a final inspection with the GPA Project Manager 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.

E. Documentation of All Installation and Installation Work:

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

1. Training Materials
2. Software Documents
3. Maintenance Documents

2.5.10 Demobilization

The CONTRACTOR shall demobilize facilities as necessary, and restore the project site(s) to acceptable conditions. 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.

2.5.11 Training

The CONTRACTOR shall conduct a training program for GPA personnel for operation and maintenance of the MWMS, third-party systems and applications, and all related items in the list of deliverables. The training shall include testing of the trainees to ensure the imparting of the necessary skills to operate and maintain the MWMS.

The CONTRACTOR shall provide training manuals and material in heavy duty 3-ring binders or otherwise in a bound fashion, for each participant. The CONTRACTOR shall provide electronic copies of all training materials in the DropBox account set up by GPA. The training sessions shall be coordinated with GPA. The CONTRACTOR must record all training sessions for future use.
2.5.12 Full Documentation of All Software and Implementation Work

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

A. Owner’s manual for all complete systems
B. O&M manual for the software

2.6 Scope of Work - Additive Bid Items

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

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

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-XXX-17
C. Multi-Step Bid No.: GPA-XX-17
D. CONTRACTOR’s Proposal for Multi-Step Bid No.: GPA-XXX-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. Local Procurement Preference Application
O. Restriction against Contractors Employing Sex Offenders from Working at Government of Guam Venues
P. 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-XX-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.

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 one hundred eighty calendar (180) days after NTP on ____________, 2017 and shall continue until the midnight of ____________, 201X.

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. All payments to CONTRACTOR shall be free of any deductions, including but not limited to withholding taxes.

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 on which GPA has placed the Goods in continuous service, or within twenty-four (24) months from the date of final payment, whichever date shall first occur, 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:

______________________________  _________________________________

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

Date:  ________________________  Date:  ___________________________

APPROVED AS TO FORM:

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

Account No. _________________
Amount: _________________
INVITATION FOR MULTI-STEP RE-BID

NO.: GPA-023-17

MOBILE WORKFORCE MANAGEMENT SYSTEM

(MWMS)

Volume IV

Appendices
APPENDIX A

Bid Checklists
# DOCUMENT RECEIPT CHECKLIST

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<th>Document Title</th>
<th>Proponent Initial</th>
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<tbody>
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<tr>
<td>Volume II: Technical Qualification Requirements</td>
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<tr>
<td>Volume III: Contract (Draft)</td>
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<tr>
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<td>APPENDIX C – Major Shareholders Disclosure Affidavit</td>
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<td>APPENDIX D – Non-Collusion Affidavit</td>
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<td>APPENDIX E – Local Procurement Preference Application</td>
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<td>APPENDIX F – Performance Bond</td>
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<td>APPENDIX G – No Gratuities or Kickbacks Affidavit</td>
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<td>APPENDIX H – Ethical Standards Affidavit</td>
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<td>APPENDIX I – Declaration Re Compliance with U.S. DOL Wage</td>
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<tr>
<td>Determination</td>
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<td>APPENDIX J – Restriction Against Sex Offenders Employed by Service Providers</td>
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<td>to Government of Guam from Working on Government of Guam Property</td>
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<td>APPENDIX K – Deferred Payment Agreement (Sample)</td>
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<td>APPENDIX L – Qualitative Proposal Scoring Worksheet</td>
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<tr>
<td>Contiguous Amendment Notifications From Amendment No. 1 through</td>
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<td>Others:</td>
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### TECHNICAL PROPOSAL SUBMITTAL CHECKLIST

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<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY (ORIGINALS)</th>
<th>QUANTITY (COPIES)</th>
<th>GPA INITIAL</th>
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<tbody>
<tr>
<td>1</td>
<td>Technical Qualification Proposal</td>
<td></td>
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<tr>
<td>2</td>
<td>Written Responses and Supporting Information to the Questions Raised in the Qualitative Scoring Worksheet</td>
<td></td>
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<td>3</td>
<td>Completed Proposal Referenced Pages Qualitative Scoring Worksheet</td>
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<td>4</td>
<td>Supplementary Information:</td>
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<tr>
<td>4.1</td>
<td>Articles of Incorporation and By-Laws</td>
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<td>4.2</td>
<td>Affidavit of Disclosure of Major Shareholders</td>
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<td>4.3</td>
<td>Audited Financial Information on Bidder and Sub-Contractors</td>
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<td>4.4</td>
<td>Certificate of Good Standing</td>
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<td>4.6</td>
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</tr>
</tbody>
</table>

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1. Quantities supplied for each item must comply with minimums established in Volume I of the Invitation for Bid documents.
2. Proposal is subject to automatic disqualification if this article is not provided.
APPENDIX B

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 __________________ 2016.

(PRINCIPAL) (SEAL)

(WITNESS) __________________________

(TITLE) __________________________

(MAJOR OFFICER OF SURETY) __________________________

(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 C

Major Shareholders Disclosure Affidavit
SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

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

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

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

1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.

2. Affidavits must be signed within 60 days of the date the bids or proposals are due.
MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
HAGATNA, GUAM)

I, undersign, ____________________________________________,
(partner or officer of the company of, etc.)
being first duly sworn, deposes and says:

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Percentage of Shares Held</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Total number of shares

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount of Commission Gratuity or other Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Further, affiant sayeth naught.

Date:__________________________

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

Subscribe and sworn to before me this ___________ day of _________________________,
20____________.

Notary Public _______________________

In and for the Territory of Guam

My Commission expires ______________.
APPENDIX D

Non-collusion Affidavit
NON-COLLUSION AFFIDAVIT

Guam   )
Hagatna )

I, _________________________ first being duly sworn, depose and say:

(Name of Declarant),

1. That I am the _________________ of ___________________________.
   (Title)  (Name of Bidding/RFP Company)

2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or shame, that said bidder/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and

3. That all statements in said proposal or bid are true.

4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

_____________________________
(Declarant)

SUBSCRIBED AND SWORN to me before this _______________ day of ______, 2017.

)Seal(

_____________________________
Notary Public
SPECIAL PROVISIONS

All offerors are required to submit a current affidavit; failure to do so will mean disqualification and rejection of the proposal.
APPENDIX E

Local Procurement Preference Application
LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

( ) (a) A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or

( ) (b) A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or

( ) (c) A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars ($150,000.00) whichever is less, of supplies and items of a similar nature to those being sought; or

( ) *(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

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

1. I ____________________________, representative for ____________________________, have read the requirements of the law cited above and do hereby qualify and elect to be given the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA ____________________________

2. I ____________________________, representative for ____________________________, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No.: GPA ____________________________

Bidder Representative Signature

Date

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

Performance Bond
PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that ____________________________
(Name of Contractor)

and ____________________________
(Name of Surety)
a corporation duly organized under the laws of Guam (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
declared 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)
APPENDIX G

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

SUBSCRIBED AND SWORN to before me this ___day of ____________, 2017.

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

Ethical Standards Affidavit
ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT
(Proposer)

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

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

SUBSCRIBED AND SWORN to before me this ____ day of ____________, 2017.

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

Declaration Re Compliance with US 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 Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBCRIBED AND SWORN to before me this ___day of ____________, 2017.

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

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


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

Deferred Payment Agreement (Sample)
DEFERRED PAYMENT AGREEMENT

This Agreement is made and entered into on the ___ day of __________, by and between:
CONTRACTOR, ____________________, and GUAM POWER AUTHORITY (hereinafter “GPA”).

RECITAL

WHEREAS, GPA and CONTRACTOR entered into a contract, ________________________,
which commenced on _______________ and completed on _______________; and
WHEREAS, GPA and CONTRACTOR agreed to perform the contract scope of work under a financing
plan; and
WHEREAS, the maximum principal amount is U.S. $______________.

WHEREAS, FOR VALUE RECEIVED, the undersigned GPA (the “Borrower”) hereby
acknowledges the debt owed to CONTRACTOR (the “Lender”) and promises to pay to the Lender at
(Contractor’s Address) the principal amount of ______________, or otherwise adjusted by the parties,
based on work performed by CONTRACTOR and invoiced to GPA and interest at the rate of _____%
per annum on the unpaid balance. Payments will be made as follows:

1. GPA will pay thirty-six (36) equal monthly installments of $______________ each. GPA’s
   monthly payments shall not, in any month, or cumulative, exceed the amount of actual work
   performed and invoiced.
2. GPA will pay the first installment on _____________.
3. Interest will accrue based on total cost of actual work performed and invoiced to GPA by
   CONTRACTOR, and a similar installment on the first day of each month after until the
   principal and interest have been paid in full.
4. Payments will be applied first on interest and then on principal.
5. GPA will pay the entire amount of the principal and interest within thirty-six (36) months
   ending in ________________.
6. GPA may prepay all or any part of the principal without penalty.
7. Payment on interest for GPA’s failure to make installment payments within 30 days shall be
   made in accordance with the provisions of the Prompt Payment Act (PPA), 5 GCA 22502-
   22507.

WHEREAS, CONTRACTOR agrees that the principal and interest payment shall start after upon
completion and acceptance of the project.

This agreement shall be governed by, and construed and enforced in accordance with the laws of Guam.

IN WITNESS WHEREOF the parties hereto have caused this Deferred Payment Agreement to be
executed on this date.

DATE: ______________

_______________________________
Contractor’s Authorized Representative

_______________________________
Guam Power Authority (GPA)
General Manager
APPENDIX L

Qualitative Proposal Scoring Worksheet
<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Description</th>
<th>Max Raw Rating Score</th>
<th>Max Weighted Score</th>
<th>Score (Lowest: 0, Highest: 5)</th>
<th>Weighted Score</th>
<th>Proposal Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Project Approach</td>
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<td></td>
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<tr>
<td>1</td>
<td>5</td>
<td>Adequate overall work plan to perform, meet and achieve the objectives</td>
<td>5</td>
<td>5</td>
<td>25</td>
<td></td>
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<td>2</td>
<td>5</td>
<td>Adequate work plan for each bid item</td>
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<td>5</td>
<td>25</td>
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<td>3</td>
<td>5</td>
<td>Ability to provide &quot;turn-key&quot; project</td>
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<td>25</td>
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<tr>
<td>4</td>
<td>3</td>
<td>Adequate plan for training and supervision</td>
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<td></td>
<td>Experience of Proposed Project Team</td>
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<td></td>
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<tr>
<td>5</td>
<td>15</td>
<td>Experience of project team members in software implementation</td>
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<td>Experience of project team members in integration with third party software</td>
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<td>Experience of assigned project manager</td>
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<td>75</td>
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<td>8</td>
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<td>Knowledge and experience in complying with U.S. federal and local standards pertaining to the scope of work</td>
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<td>Adequate organizational chart with respective roles</td>
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100 500

Final Score = (Total Weighted Score / 500) = %
APPENDIX M

Priced Proposal Worksheet
## Bid Schedule / Price Proposal

### MOBILE WORKFORCE MANAGEMENT SYSTEM

#### GUAM POWER AUTHORITY

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Material</td>
<td>Labor</td>
</tr>
</tbody>
</table>

### Basic Bid

1. Mobilization
2. Project Management
3. Permits, Bonds and Codes
4. Project Installation Requirements Gathering

#### Integration

5. Integration Design
6. Execution Plan
7. Installation Design
8. Landis+Gyr Command Center (AMI) Integration
9. ESRI (GIS) Integration
10. Milssoft Dispatch (OMS) Integration
11. CC&B (CIS) Integration
12. Dashboards Integration
13. JDE Integration

#### Software Cost, Procurement, Delivery, Installation

14. Software Cost
15. User Licenses
16. Software Installation
17. Third Party Software Cost, Procurement and Delivery
18. Commissioning, Quality Assurance and Performance Testing
19. Training
20. Demobilization
21. Warranty
22. Documentations
23. Year 1 Annual Maintenance/License
24. Year 2 Annual Maintenance/License
25. Year 3 Annual Maintenance/License
26. Year 4 Annual Maintenance/License
27. Year 5 Annual Maintenance/License

### Basic Bid Total Cost in Words:

**Total Bid Cost (Basic):** $______________________________

**Bid Cost in Words**

**Name of Bidder:** ____________________________

### Additive Bid

1. Mobile Devices
2. Catalog of post-commissioning training classes
3. Computer System with UPS
4. Extra Mobile Devices

### Additive Bid Total Cost in Words:

**Additive Bid Total Cost:** $________

*All prices shall include overhead, administration cost, profit and applicable taxes*
APPENDIX N

Functional Requirements Worksheet
1 Vendor

Using the instructions below, please review and edit the information requested on the tabs listed below.

General Instructions
Only update fields highlighted in YELLOW. All light blue cells are calculated fields and should be locked.

<table>
<thead>
<tr>
<th>Column</th>
<th>Edit</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requirements Sheet</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Columns A and B – Section and Sub</td>
<td>N</td>
<td>Based on the entry in Column D, Columns A and B indicate the section and sub-section for the requirement in question.</td>
</tr>
<tr>
<td>Column C – ID</td>
<td>N</td>
<td>Based on the entry in Column D, Column C indicates the ID number for the requirement in question.</td>
</tr>
<tr>
<td>Column D – Requirements Description</td>
<td>N</td>
<td>Details the requirement for the respective RFP.</td>
</tr>
<tr>
<td>Column F – Vendor Response</td>
<td>Y</td>
<td>Based on the entry in Column D, indicate your response for the requirement in question.</td>
</tr>
<tr>
<td>Column G – Vendor Message</td>
<td>Y</td>
<td>Use this field for additional comments based on the entry in Column F.</td>
</tr>
<tr>
<td>Column H – Unit Price</td>
<td><strong>DO NOT FILL OUT THIS FIELD AS PART OF THE INITIAL RFP SUBMITTAL.</strong></td>
<td>Based on the entries in Columns F and G, indicate the unit price for the requirement in question.</td>
</tr>
<tr>
<td>Column I – Unit Quantity</td>
<td><strong>DO NOT FILL OUT THIS FIELD AS PART OF THE INITIAL RFP SUBMITTAL.</strong></td>
<td>Based on the entries in Columns F and G, indicate the number of units needed for the requirement in question.</td>
</tr>
<tr>
<td>Column J – Total Additional Cost</td>
<td><strong>DO NOT FILL OUT THIS FIELD AS PART OF THE INITIAL RFP SUBMITTAL.</strong></td>
<td>Based on the entries in Columns H and I, the total additional cost for the requirement in question is calculated.</td>
</tr>
<tr>
<td>Column K – Vendor Clarification</td>
<td><strong>DO NOT FILL OUT THIS FIELD AS PART OF THE INITIAL RFP SUBMITTAL.</strong></td>
<td>Use this field for additional comments based on the requirement and entries in Columns F – J.</td>
</tr>
<tr>
<td>Section Sub ID</td>
<td>Requirement Description</td>
<td>Weight</td>
</tr>
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</tr>
<tr>
<td>Common Features User Interface 1.1.1</td>
<td>The system must support concurrent display of multiple windows and simple switching between those windows</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.3</td>
<td>The system must support common keystrokes for cutting, copying and pasting</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.4</td>
<td>The system must support dragging and dropping for an operation and cut and paste in the operating system</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.6</td>
<td>The system must support use of pop-up windows or similar for access to reference information</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.7</td>
<td>The system must use separate pop-up window for any displayed document</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.8</td>
<td>The system must support full use of the mouse, including right click menus</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.9</td>
<td>The system must enable authorized users to define the positioning of fields on screen layouts and determine whether or not any user-defined fields should be included</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.10</td>
<td>The help function of every application in the proposed solution must provide an overview of application functionality that serves as an introduction and a reference</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.11</td>
<td>The help function of every application in the proposed solution must provide a fixed table of contents</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.12</td>
<td>The help function of every application in the proposed solution must provide a fixed table of contents for help documents</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.13</td>
<td>The help function of every application in the proposed solution must provide an overview of the structure of the help file</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.14</td>
<td>The help function of every application in the proposed solution must provide a search by keyword feature that finds all files with the keywords</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.15</td>
<td>The help function of every application in the proposed solution must provide examples of the process for which the user is seeking assistance</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.16</td>
<td>The help function of every application in the proposed solution must provide instructions for how to define a subset of fields for a summarization report</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.17</td>
<td>The administrator must have the ability to configure the following functionality for users: Group queries into user-defined areas (e.g. areas, business group, department)</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.18</td>
<td>The administrator must have the ability to configure the following functionality for users: Customize the menus visible to each user based on assigned user group</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.19</td>
<td>The administrator must have the ability to configure the following functionality for users: Define which buttons are available to each user based on assigned user group</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.20</td>
<td>The administrator must have the ability to configure the following functionality for users: Include groups of search queries as a menu option</td>
<td>Critical</td>
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<tr>
<td>Common Features User Interface 1.1.21</td>
<td>The administrator must have the ability to configure the following functionality for users: Group queries into user-defined areas (e.g. areas, business group, department)</td>
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<tr>
<td>Common Features User Interface 1.1.22</td>
<td>The administrator must have the ability to use distinguished user roles for access to user, group or role information</td>
<td>Critical</td>
</tr>
<tr>
<td>Common Features User Interface 1.1.23</td>
<td>The administrator must have the ability to configure the following functionality for users: Define which buttons are available to each user based on assigned user group</td>
<td>Critical</td>
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</tbody>
</table>
The administrator must have the ability to configure the following functionality for users: Create, save and restore specific colour palettes for each user.

The administrator must have the ability to configure the following functionality for users: Add icons to the toolbar for existing menu functions.

The administrator must have the ability to configure the following functionality for users: Development of a unique set of colour palettes for each user. When editing data, the system must perform correct shading and cut and paste validation including display of field descriptions for confirmation or appropriate error messages.

The system must provide user defined export of transactions/records to other sources are unavailable.

The system must allow simultaneous update of the same record (i.e. record lock-in not allowed).

If any external data source systems becomes unavailable, the system must notify the user/system administrator of any incomplete transactions.

The system needs to have an effective archiving tool plus ability to access on a periodic basis, for example, monthly, and retrieve them easily.

The system must log all error messages in a log file, including: Terminal ID, error text and error date, file must be available for viewing and printing.

The system must ensure that the database is regularly backed up.

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The system must allow Setup and control of: Roles, Groups and departments.

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<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
<th>Priority</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.45</td>
<td>The system should provide the following user-related reports: Users by user group.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.46</td>
<td>The system should provide the following user-related reports: Users by status.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.47</td>
<td>The system should provide the following user-related reports: Users by department.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.48</td>
<td>The system should provide the following user-related reports: Users by group function.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.49</td>
<td>The system should provide the following user-related reports: User groups by system function.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.50</td>
<td>The system should provide the following user-related reports: User groups by department.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.51</td>
<td>The system should provide the following user-related reports: User groups by user.</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>2.52</td>
<td>The system should provide the following user-related reports: System functions.</td>
<td>Required</td>
<td></td>
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<td>The system should provide the following user-related reports: System functions by user group.</td>
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<td>2.54</td>
<td>The system should provide the following user-related reports: User by static action.</td>
<td>Required</td>
<td></td>
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<td>2.55</td>
<td>The system should provide the following user-related reports: User by application.</td>
<td>Required</td>
<td></td>
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<tr>
<td>2.56</td>
<td>The system must ensure that it is not possible to circumvent security by communicating directly with the database directly.</td>
<td>Critical</td>
<td></td>
</tr>
<tr>
<td>2.57</td>
<td>The system must ensure that there is automatic consistency between the database security controls and database security by controls.</td>
<td>Critical</td>
<td></td>
</tr>
<tr>
<td>2.58</td>
<td>The system must require password entry for the browse-oriented client, where applicable.</td>
<td>Critical</td>
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</tr>
<tr>
<td>2.59</td>
<td>The system must ensure that users can filter access tomodify a set of data for which they have documented access control data and system-sensitive,</td>
<td>Critical</td>
<td></td>
</tr>
<tr>
<td>2.60</td>
<td>The system must ensure that users can filter access to modify a set of data for which they have documented access control data and system-sensitive,</td>
<td>Critical</td>
<td></td>
</tr>
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<td>2.61</td>
<td>The system must provide the following security controls: Setup and modification of security parameters by the System Administrator.</td>
<td>Critical</td>
<td></td>
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<td>The system must provide the following security controls: Setup and modification of security parameters by the System Administrator.</td>
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</table>
The system must provide standard configuration capabilities to create / modify clients and functions.

The system must provide standard configuration capabilities to create / modify, file access, print, view, open, import.

The system must have the ability to import data from various sources.

The system must provide a scheduling tool for scheduling imports and exports.

Data must be able to be imported from a previous system by either direct link, a unique format in commonly used platforms, i.e., CSV, XML, PDF.

The system must allow for export of all data to CSV, fixed-width, XML or SQL formats.

The system must be able to integrate with the following Office applications: Excel, Word, Outlook, Access.

The system must receive visual and audible alerts for new tasks being allocated to them.

The system must allow authorized users to see the progress of any object (e.g., work orders, tasks) within the system.

The system must allow the administrator to delegate: work, crews, complex work and to distribute work among other users.

The system must allow the administrator to modify an existing delegation and to whom the action is to be sent.

The system must allow the user to route the next workflow action using specific input rules for each field imported.

The system must provide for import of transactions/database records (data files) from other sources, and be subject to normal validation/edit processes.

The system must allow data to be extracted from the system via the following means: e-mail, using the associated FTP and SSL, Dec.

The system must allow the user to specify work order attributes.

The system must allow data extracted from other programs to replace the same validation and error message details.

The system must allow the user to query data that has been imported and modified.

The system must allow the user to specify input rules for each field imported.

The system must allow each workflow to proceed as a set of multiple actions.

The system must allow the administrator to delegate: work, crews, complex work and to distribute work among other users.

The system must allow the user to route the next workflow action using specific input rules for each field imported.

The system must allow the user to define the source and description of the file.

The system must allow other [corporate systems] to extract information from it for presentation in the other corporate system, subject to a user's permission.

The system must ensure that users are alerted to new tasks being allocated to them within a specific timeframe in which the node user / group should respond.

The system must allow the administrator to set up calendars and scheduling activities.

The system must be able to attach the relevant workflow to an individual user or a group of users (e.g., multiple user application workflows with differing attributes).
The system must allow the user to route the next workflow action using Common Features Workflow 1.3.21. Make Selection

Critical route for every outcome from an action (eg. if rejected, action is escalated to immediate supervisor)

The system must be able to automatically initiate the workflow as a result of user defined criteria being met (e.g. Alert user that work order has not been completed).

The system must allow the following to be configured for each task or action, including: Whether the user or groups of users can add notes to the action taken, the maximum duration of an action, after which escalation will occur, and the actions that the user or group of users are permitted to perform, including: Whether the user or groups of users can add notes to the action taken, the maximum duration of an action, after which escalation will occur, and the actions that the user or group of users are permitted to perform.

The system must provide multiple levels of escalation for each defined action.

The system must allow the user to sort all actions by: Date received, Originator, Department (if applicable), and whether the user or groups of users can add notes to the action taken.

The system must present the user with the following filters on the workflow actions they need to perform: All previous actions taken within a user-defined timeframe.

The system must allow the user to sort all actions by: Department (if applicable), whether the user or groups of users can add notes to the action taken, the maximum duration of an action, after which escalation will occur, and the actions that the user or group of users are permitted to perform.

The system must provide the following reports: Number of workflow events, 'on hold', and the system must possess the following for all reports: To From date filters, Ascending sort for all report fields in the table, and authorized users to filter all applicable fields in new reports.

The system must perform mathematical and Boolean operations to derive additional information in relation to a report.

The system must allow authorized users to filter all applicable fields in new reports.

The system must provide search facilities with alpha/numeric search on key fields, and the system must provide the following for all reports: Ascending sort for all report fields in the table, and authorized users to filter all applicable fields in new reports.

The system must provide thick clients and thin clients as options for the system to perform: All outstanding actions to authorized users.

The system must allow the user to view and print thick client and thin client reports in the following formats: PDF, MS Excel, and Text.

The system must perform mathematical and Boolean operations to derive thick client and thin client reports in the following formats: PDF, MS Excel, and Text.

The system must allow the user to perform a workflow action: When the action must be performed it and when it was performed, the system must provide search facilities with alpha/numeric search on key fields, and the system must provide the following for all reports: Ascending sort for all report fields in the table, and authorized users to filter all applicable fields in new reports.

The system must provide thick clients and thin clients as options for the system to perform: All outstanding actions to authorized users.

The system must allow the user to view and print thick client and thin client reports in the following formats: PDF, MS Excel, and Text.

The system must perform mathematical and Boolean operations to derive thick client and thin client reports in the following formats: PDF, MS Excel, and Text.

The system must allow the user to sort all actions by: Department (if applicable), whether the user or groups of users can add notes to the action taken, the maximum duration of an action, after which escalation will occur, and the actions that the user or group of users are permitted to perform.

The system must provide the following reports: Number of workflow events, 'on hold', and the system must possess the following for all reports: To From date filters, Ascending sort for all report fields in the table, and authorized users to filter all applicable fields in new reports.

The system must perform mathematical and Boolean operations to derive additional information in relation to a report.

The system must allow authorized users to filter all applicable fields in new reports.

The system must provide search facilities with alpha/numeric search on key fields, and the system must provide the following for all reports: Ascending sort for all report fields in the table, and authorized users to filter all applicable fields in new reports.
The system must enable the generation of ad hoc queries or specifically tailored reports and inquiries. It should have the option to show summary information only, i.e., totals and record counts without detail. The system must be able to query by keyword search. The fields/records returned by the query need to be customized as required by the organization prior to the commencement of education.

The documentation must be customized and defined. It should be online, printed, or provided on CD. The vendor must supply complete documented database schemas for all entities and attributes, including support documentation. The system must support the process for receiving AMI meter exchange and installation. The Proponent system shall have the ability to capture and transfer the following data elements:

- Read from the meter or module being set. The reading from the electric meter being installed is expected to be zero.
- Premise as-found condition (based on list to be provided by the Proponent).
- Premise as-left condition (based on list to be provided by the Proponent).
- GPS coordinates (X, Y, Z).
- Constant meter multiplier.
- Optionally store a digital photograph of the meter socket with the meter removed.
- The system must be capable of delivering all modules of the application on a desktop-administration control panel.
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<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>Desktop Administration Control Panel</td>
<td>General Desktop Features 2.1.3</td>
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<tr>
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<td>Critical</td>
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<td>The system must support customisation to the look (colour, component layout etc.)</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Work Order Management 2.2.3</td>
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<tr>
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<td>Critical</td>
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<td>The system must provide a list of work orders that have not yet been dispatched</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.1</td>
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<td>Critical</td>
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<td>The system must provide (display) the following: Staff and vehicle number and Job Locations</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.2</td>
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<td>Critical</td>
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<tr>
<td></td>
<td>The system must display which staff are currently using which maintenance truck</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.3</td>
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<td>The system must be able to download required asset information onto the following mobile computing devices via a cellular connection: Ultra Mobile PCs</td>
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<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.4</td>
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<td>Critical</td>
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<td>The system must be able to download required asset information onto the following mobile computing devices via a cellular connection: Rugged Field Portable PCs</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.5</td>
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<td>The system must be able to download required asset information onto the following mobile computing devices via a cellular connection: Tablet Computers</td>
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<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.6</td>
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<td>Critical</td>
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<td>The system must be able to download required asset information onto the following mobile computing devices via a cellular connection: PDAs</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.7</td>
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<td>The system must display which staff are current in the maintenance/inspection information on hand held devices, and allow the user to record maintenance/inspection information in the field</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.8</td>
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<td>The system must provide a facility for the user to synchronise the field data with the main database</td>
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<td>Desktop Administration Control Panel</td>
<td>Dispatch 2.3.9</td>
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<td>The system must be able to reimport the edited field data</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Business Rules 2.4.2</td>
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<td>The system must have the ability to edit maps and data attributes in the field</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Workflow Processes 2.5.1</td>
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<tr>
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<td>The system must be able to download required asset information onto the following mobile computing devices via a cellular connection: Windows Mobile</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Workflow Processes 2.5.2</td>
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<td>The system must have a facility to check field data before it's committed to the database</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Workflow Processes 2.5.3</td>
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<td>The system must be able to update forms, checklists, activity data from mobile recording devices</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Mobility Features 3.1.2</td>
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<td>The system must provide an intuitive look &amp; feel consistent with the handheld information to the field maintenance crews (e.g.: change in priority, change in location etc.)</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Mobility Features 3.1.3</td>
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<td>The system must support remote usage with laptops, tablet computers and/or asset information in the field</td>
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<tr>
<td>Desktop Administration Control Panel</td>
<td>Mobility Features 3.1.4</td>
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</table>
| | Each screen must provide a 'home' key to enable users to return to the home page 160 of 168.
The system must enable maintenance crews / supervisors to generate and edit work orders in the field.

The work order management mobile computing user interface must support people to operate it.

Time stamping can be either automatically logged against system time or manually when situations arising could not be predicted, manually.

The system must store incomplete work orders to be completed at a later date.

The system must have the ability to input asset inspection and condition reports.

The system must provide live connectivity to field maintenance crews, and data transfer must be live and synchronized.

Where live connectivity is lost, the system must store information for later transferral when system re-linked.
The system must ensure no loss of data occurs during communication drop outs.

The system must provide a facility to allow maintenance staff to view information for work orders.

The system must allow the user to measure pipe lengths and attach this information to a work order.

The system must allow mobile computing interface and hardware to track GPS coordinates to ensure maintenance crew locations are available to the dispatch team with a minimum accuracy of 15 feet.

The system must allow facilities information to be passed from the GIS databases to Oracle’s Customer Care & Billing (CC&B) Customer Information System.

The system must provide a mechanism to transfer customer information to Oracle’s Customer Care & Billing (CC&B) Customer Information System.

The system must provide a mechanism to transfer information to the Milsoft Dispatch Outage Management System.

The system must be able to accept outage work tickets from the Smartworks MDMS.
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

[X] 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 Compiler 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.

[X] 2. **GENERAL INTENT:** 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.

[X] 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.

[X] 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.

[X] 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.

[X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.

[X] 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 at. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

[X] 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.

[X] 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.

[X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.

[X] 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 Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check 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 no less than (15%) of his highest total bid. 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.**

[X] 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 equal to **FIFTEEN PERCENT (15%)** of the contract period 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 within ten (10) days of such notice the contract...
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 amount, 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 the 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).

[X] 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 nor restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[X] 20. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[X] 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.

[X] 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) 650-2073 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, least twenty-four (24) hours before delivery of any item under this solicitation.

[ ] 26. **BILL OF SALE:** Successful supplier shall render Bill 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.

[ ] 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 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.

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[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 receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

[X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor’s delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

[X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

[X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: ___________________________ Title: ___________________________

Address: ___________________________ Telephone: ________________
GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. BID FORMS: Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.

2. PREPARATIONS OF BIDS:
   a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder’s risk.
   b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
   c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
   d) Bids for supplies or services other than those specified will not be considered.

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) Bids for supplies or services other than those specified will not be considered.

6. FAILURE TO SUBMIT BID: If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:
   a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
   b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:
   a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
   b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. **SELLERS’ INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked “original”) unless otherwise specified. Invoices shall be “certified true and correct” and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).

12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).

13. **MULTI-STEP SEALED BIDDING:**

   a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.

   b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:

      1). only unpriced technical offers are requested in the first phase;
      2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
      3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
      4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
      5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
      6). the service being procured shall be furnished generally in accordance with bidder’s technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.

   c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**

Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.

   d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**

The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:

1). acceptable;
2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer’s opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.

   e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer’s approval.