



SIMON A. SANCHEZ II  
CCU Chairman

JOAQUIN C. FLORES, P.E.  
General Manager

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

Accountability	Impartiality	Competence	Openness	Value
REQUEST FOR PROPOSAL: GPA-RFP-12-005				

DESCRIPTION: Annual Emissions Testing

**SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS**

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy, at the date and time for proposal remittance.

- STATEMENT OF QUALIFICATION;
- AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Must comply with the following requirements:
  - a. The affidavit must be signed within 60 days of the date the bid is due;
  - b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
  - c. First time affidavit **must** be an **original** – If copy, indicate Bid Number/Agency where original can be obtained.

NON-COLLUSION AFFIDAVIT:

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

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

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

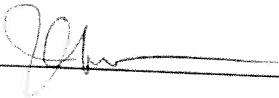
This reminder must be signed and returned in the proposal envelope together with the proposal. Failure to comply with the above requirements will mean a disqualification and rejection of the proposal.

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

\_\_\_\_\_  
Individual/Firm Representative's Signature

REQUEST FOR PROPOSAL NO.: GPA-RFP-12-005

FOR  
ANNUAL EMISSION TESTING



*Joaquin C. Flores, P.E.*

*General Manager*

*December 2011*

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

## Table of Contents

1	INSTRUCTIONS TO RESPONDENTS.....	5
1.1	DEFINITIONS.....	5
1.2	PROPOSALS.....	5
1.3	PROPRIETARY PORTIONS OF PROPOSALS.....	5
1.4	PREPARATION AND SUBMISSION OF PROPOSALS.....	5
1.5	EXPLANATION TO PROPONENTS.....	6
1.6	CLARIFICATION ON REQUEST FOR PROPOSAL.....	7
1.7	ALTERNATE PROPOSAL.....	7
1.8	MODIFICATION OR WITHDRAWAL OF PROPOSAL.....	7
1.9	COMPLETE PROPOSALS.....	7
1.10	POST-PROPOSAL MEETING.....	8
1.11	PROPOSAL INCONSISTENCIES.....	8
1.12	SUBCONTRACTOR.....	8
1.13	SUBMITTAL FORMAT.....	8
1.14	SIGNATURE.....	9
1.15	WITHDRAWAL OF PROPOSAL.....	9
1.16	INQUIRIES.....	9
2.	GENERAL TERMS AND CONDITIONS.....	10
2.1	AUTHORITY.....	10
2.2	GENERAL INTENTION.....	10
2.3	STANDARDS FOR DETERMINATION OF MOST QUALIFIED PROPONENT ...	10
2.4	AWARD OR REJECTION OF PROPOSALS.....	10
2.5	EXECUTION OF THE ORDER.....	12
2.6	MODIFICATION / ALTERATION.....	12
2.7	CONTACT FOR CONTRACT ADMINISTRATION.....	12
2.8	DETERMINATION OF RESPONSIBILITY OF PROPONENT.....	13
2.9	LIMITATIONS.....	13
2.10	ACCEPTANCE OF PROPOSAL CONTENTS.....	13
2.11	CONTROL.....	13
2.12	REQUIRED FORMS.....	13
2.13	CONTRACT TERM.....	13
2.14	JUSTIFICATION OF DELAY.....	14
2.15	INVOICING AND PAYMENT TERMS AND CONDITIONS.....	14
2.16	TAXES.....	14
2.17	LICENSING.....	14
2.18	CONVENANTS AGAINST CONTINGENT FEES.....	14

2.19 ASSIGNMENTS ..... 15

2.20 EQUAL EMPLOYMENT OPPORTUNITY ..... 15

2.21 AMERICAN DISABILITIES ACT ..... 15

2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND  
FAVORS..... 15

2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS.....15

3. FORM OF CONTRACT ..... 24

4. SCOPE OF WORK ..... 30

4.1 INTRODUCTION AND SUMMARY ..... 30

4.2 REGULATORY GUIDANCE ..... 30

4.3 PROJECT DESCRIPTION ..... 31

4.4 DELIVERABLES AND WORK PRODUCTS ..... 31

4.5 EVALUATION CRITERIA ..... 32

4.6 COST SCHEDULE FORM..... 32

4.7 OPTION TO RENEW ..... 32

5. NON-PRICED PROPOSAL CONTENT ..... 35

6. EVALUATION PROTOCOL ..... 36

6.1 EVALUATION CRITERIA AND PROPOSAL SCORING ..... 36

APPENDIX A – EVALUATION WORKSHEETS ..... 38

## SECTION 1.0: INSTRUCTIONS TO RESPONDENTS

### 1. INSTRUCTIONS TO RESPONDENTS

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

#### 1.1 Definitions

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

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

**ADDENDA:** Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and Technical Specifications, clarifying the meaning of the same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications.

#### 1.2 Proposals

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

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

#### 1.3 Proprietary Portions of Proposals

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

#### 1.4 Preparation and Submission of Proposals

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

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

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

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

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

**Request for Proposal No.: GPA-RFP-12-005 must be submitted before 4:00 P.M., February 03, 2012, in a sealed envelope indicating the RFP number and addressed as follows:**

To: Guam Power Authority  
Procurement Office  
1911 Route 16  
Harmon, GU 96929

Attn: Jamie L.C. Pangelinan  
Supply Management Administrator

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

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

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

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

## 1.5 Explanation to PROPONENTS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as

to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority requesting for interpretation. PROPONENT should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective PROPONENTS, and its receipt by the PROPONENT should be acknowledged on the proposal form.

#### **1.6 Clarification on Request for Proposal**

Each PROPONENT must carefully examine the Request for Proposal and all addenda. If any PROPONENT (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the PROPONENT must promptly notify GPA in writing at the address specified for submission of proposals no later than the deadline for submission of questions, January 25, 2012. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective PROPONENTS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

#### **1.7 Alternate Proposal**

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

#### **1.8 Modification or Withdrawal of Proposal**

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

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

Any addenda issued will be mailed to all PROPONENTS in duplicate. PROPONENT shall acknowledge receipt of same by his signature on copy, which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgement may also be made in writing or by telex or telegram.

#### **1.9 Complete Proposals**

PROPONENTS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to

whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any PROPONENT. GPA may, in its sole discretion, request from PROPONENTS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening.

### **1.10 Post-Proposal Meeting**

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

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

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

### **1.11 Proposal Inconsistencies**

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

### **1.12 Subcontractor**

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

### **1.13 Submittal Format**

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

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

#### 1.14 Signature

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

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

#### 1.15 Withdrawal of Proposal

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

#### 1.16 Inquiries

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

Joaquin C. Flores, P.E.  
General Manager  
Guam Power Authority  
1911 Route 16  
Harmon, Guam 96929

Attn: Jamie L.C. Pangelinan  
Supply Management Administrator  
Telephone No: (671) 648-3054/3055  
Facsimile: (671) 648-3165

## **SECTION 2.0: GENERAL TERMS AND CONDITIONS**

### **2. GENERAL TERMS AND CONDITIONS**

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

#### **2.1 Authority**

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

#### **2.2 General Intention**

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

#### **2.3 Standards for Determination of Most Qualified PROPONENT**

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

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

#### **2.4 Award or Rejection of Proposals**

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

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

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

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

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

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

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

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

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

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

**2.5 Execution of the Order**

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

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

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

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

**2.6 Modification / Alteration**

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

**2.7 Contact for Contract Administration**

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**2.8 Determination of Responsibility of PROPONENT**

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

**2.9 Limitations**

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

**2.10 Acceptance of Proposal Contents**

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

**2.11 Control**

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

**2.12 Required Forms**

All OFFERORS are required to submit current affidavits as required below.

- a. Major Shareholders Affidavit
- b. Non-Collusion Affidavit
- c. No Gratuities or Kickbacks Affidavit
- d. Ethical Standards Affidavit
- e. Restriction Against Sex Offenders Affidavit
- f. Declaration Re-Compliance with U.S. DOL Wage Determination

**2.13 Contract Term**

Term shall be for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two one-year periods beyond the base contract term (for a maximum contract length of five years). GPA shall, at its sole discretion, determine total contract length.

**2.14 Justification of Delay**

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay. Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

**2.15 Invoicing and Payment Terms and Conditions**

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

**2.16 Taxes**

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

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

**2.17 Licensing**

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

**2.18 Covenants Against Contingent Fees**

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

**2.19 Assignments**

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

**2.20 Equal Employment Opportunity**

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

**2.21 American Disabilities Act**

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

**2.22 Prohibition Against Gratuities, Kickbacks, and Favors**

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

**2.23 Restriction Against Convicted Sex Offenders**

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

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



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

**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:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or other Compensation</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: \_\_\_\_\_

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

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

In and for the Territory of Guam

My Commission expires \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

Guam )

)ss:

Hagatna )

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

1. That I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or sham, that said 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 \_\_\_\_\_, 2012.

)Seal(

\_\_\_\_\_  
Notary Public



ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT  
(Proposer)

TERRITORY OF GUAM )  
HAGATNA, GUAM )                    SS:

\_\_\_\_\_ being first duly sworn, deposes and says:

That I am ( the Sole Proprietor, a Partner or Officer of the Offeror)  
That Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives,  
agents, subcontractors, or employees of the Offeror have knowingly influenced any government of Guam  
employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that  
neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly  
influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5  
Article 11.

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

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



**GUAM POWER AUTHORITY**

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

**SPECIAL PROVISIONS**

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

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

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

\_\_\_\_\_  
Signature of Offeror      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalty of perjury:

- (1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

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



**GUAM POWER AUTHORITY**

ATURIDÁT ILEKTRESEDÁT GUAHAN  
 P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Eddie Baza Calvo  
 Governor

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

Ray Tenorio  
 Lieutenant Governor

Accountability	Impartiality	Competence	Openness	Value
----------------	--------------	------------	----------	-------

**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 (\$150,000.0) 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 Unites 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 \_\_\_\_\_.  
 By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
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

### 3.0: FORM OF CONTRACT

#### CONTRACT FOR TECHNICAL SERVICES

##### CONTRACT FOR TECHNICAL & PROFESSIONAL SERVICES

This CONTRACT is made and entered into on the day of \_\_\_\_\_, 2012, by \_\_\_\_\_, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to perform professional services for a project known as and described as **ANNUAL EMISSIONS TESTING, GPA-RFP-12-005**, hereinafter called the "Project".

##### RECITALS

WHEREAS, the Guam Power Authority (GPA) is required to comply with its Title V Air Permit and Federal and Local Regulations at all its Power Generating Facilities; and

WHEREAS, GPA is required to conduct Annual Emission Testing to ensure and verify compliance of its power generating units with its permitted emission limits; and

WHEREAS, GPA seeks CONTRACTOR services to perform Annual Emission Testing on all its Power Generating Facilities; and

WHEREAS, the Guam Power Authority has prepared a scope of work and request for proposal to accomplish this; and

WHEREAS, the Guam Power Authority will enter into a contract for Professional and Technical Services for **Annual Emission Testing** at all its Power Generating Facilities based on the established scope of work; and

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

##### SECTION I - SERVICES OF THE CONTRACTOR

The CONTRACTOR shall provide services as described in the scope of services.

The CONTRACTOR has assigned \_\_\_\_\_ as the Project Manager for this Contract. Prior written approval is required in the event the CONTRACTOR needs to change the Project Manager. The CONTRACTOR shall submit the qualifications of the proposed substituted personnel to GPA for approval.

##### SECTION II – CONTRACT PERIOD

GPA and the CONTRACTOR have agreed that this CONTRACT will be effective \_\_\_\_\_, 2012 for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two one-year periods beyond the base contract term (for a maximum contract length of five years). GPA shall, at its sole discretion, determine total contract length.

**SECTION III - CONTRACTOR'S COMPENSATION**

The CONTRACTOR shall be paid monthly based on tasks completed. Such payments shall be made as specified in SECTION VI.

**SECTION IV - CONTRACTOR'S STATUS**

- CONTRACTOR agrees that there shall be no employee benefits occurring from this Agreement, such as:
  1. Insurance coverage provided by GPA;
  2. Participant in the Government of Guam retirement system;
  3. Accumulation of vacation or sick leave;
  4. There shall be no withholding of taxes by GPA;
  5. It is expressly understood and agreed that, in the performance of services under this Agreement, CONTRACTOR and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship and shall remain that of independent parties to a contractual relationship set forth in this Contract.
  
- Responsibility of CONTRACTOR
 

CONTRACTOR shall perform the services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. GPA's review, approval, acceptance of, and payment of fees for services required under this agreement shall not be construed to operate as a waiver of any rights under this agreement and the CONTRACTOR shall be and remain liable to GPA for all costs of any kind which may be incurred by GPA as a result of CONTRACTOR'S negligent performance of any of the services performed under this agreement. CONTRACTOR makes no other guarantees or warranties unless specifically identified herein, all warranties, expressed or implied or otherwise waived. The rights and remedies of GPA provided for under this contract are in addition to any other rights and remedies provided by law. If the CONTRACTOR is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES**

- A. GPA shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the project manager.
  
- B. GPA shall review submittals by the CONTRACTOR and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the CONTRACTOR'S work. GPA will keep the CONTRACTOR advised concerning the progress of GPA's review of the work. The CONTRACTOR agrees that GPA's inspection, review, acceptance or approval of CONTRACTOR'S work shall not relieve CONTRACTOR'S responsibility for errors or omissions of the CONTRACTOR or its sub-CONTRACTOR(s).

- C. Unless included in the CONTRACTOR'S Services as identified in Section I, GPA shall furnish the CONTRACTOR gratis available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

**SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS**

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

**SECTION VII - TERMINATION**

The Procurement Officer may, when the interest of GPA so require, terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONTRACTOR, upon fourteen (14) days written notice delivered to CONTRACTOR personally or by certified mail at the address provided.

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

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

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

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

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

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

**SECTION VIII - CHANGES**

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

**SECTION IX - ASSIGNMENT OF CONTRACT**

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

**SECTION X - FORCE MAJEURE**

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Contract due to a force majeure.

**SECTION XI - TAXES**

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

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

**SECTION XII - NOTICES**

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

TO: Name and Address  
COPY: If applicable, Name & address  
ATTN:  
FAX: Fax number

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

**SECTION XIII - GOVERNING LAW**

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

**SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS**

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

**SECTION XV – INDEMNIFICATION**

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

**SECTION XVI – 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, and pursuant to the laws of Guam.

**SECTION XVII – 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 from GPA.

**SECTION XVIII – INSURANCE**

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

**SECTION XIX – EQUAL EMPLOYMENT OPPORTUNITY**

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

**SECTION XX – AMERICAN DISABILITIES ACT**

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

**SECTION XXI – PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS**

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

**SECTION XXIII - RESTRICTION AGAINST CONVICTED SEX OFFENDERS**

GCA 5 §5253 (b) restricts the CONTRACTOR 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 conviction.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day \_\_\_\_\_, 2012. The CONTRACTOR warrants that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

\_\_\_\_\_  
CONTRACTOR  
Federal I.D. No. /Social Security No.

\_\_\_\_\_  
JOAQUIN C. FLORES, P.E.  
GENERAL MANAGER  
GUAM POWER AUTHORITY

## SECTION 4.0: SCOPE OF WORK

### 4. Scope of Work

This section describes the scope of work for this Request For Proposal (RFP).

#### 4.1 Introduction and Summary

The Guam Power Authority (GPA) is required to ensure and verify compliance of its power generating units with its permitted emission limits on an annual basis. Complying with these emission limits or verifying non-compliance allows GPA to annually review its maintenance and operation program to ensure effective and efficient operation of these units. GPA operates the following facilities:

- 4.1.1 Tenjo Power Plant Generating Facility - Tenjo Medium Speed Diesel Units 1 to 6
- 4.1.2 Talofofo Power Generating Facility - Talofofo Medium Speed Diesel Units 1 and 2
- 4.1.3 Manenggon Hills Power Generating Facility - Manenggon Medium Speed Diesel Units 1 and 2
- 4.1.4 Dededo Power Generating Facility
  - 4.1.4.1 Dededo Combustion Turbine Unit 1
  - 4.1.4.2 Dededo Medium Speed Diesel Units 1 to 4
- 4.1.5 Macheche Power Generating Facility - Macheche Combustion Turbine Unit
- 4.1.6 Yigo Power Generating Facility – Yigo Combustion Turbine Unit

GPA is seeking the services of qualified contractors to provide emission test plans, conduct emission testing, provide emission test reports, identify causes of excess emissions of the above units and provide recommendations to mitigate, and retesting, if necessary. It is emphasized that all emission test plans, emission testing, and emission test reports and other task must meet the requirements of applicable local, federal, and permitting requirements. Proposals that do not meet these requirements will be rejected.

#### 4.2 Regulatory Guidance

- 4.2.1 Compliance with Guam EPA and USEPA Permit Requirements with various sections of 40 CFR Part 60

Existing permits are attached for your review. (Attachment B.)

- 4.2.2 Guam EPA/USEPA Approval

All proposed test plans, emission testing, and emission test reports must meet Guam EPA and USEPA Region 9 approval, whichever applicable.

### 4.3 Project Description

The scope of this project is to provide emission test plans, conduct emission testing, provide emission test reports, identify causes of excess emissions of the above units and provide recommendations to mitigate, and retest, if necessary. The required emission test plans, emission testing, and reporting must be in accordance to the applicable local, federal, and permit requirements for all affected GPA power generating units.

Equipment, materials, labor, and all other incidental work and apparatus needed to properly implement the testing requirements shall be the responsibility of the contractor. All testing shall be coordinated and approved by GPA plant personnel or assigned GPA representative(s) prior to the start of work.

- 4.3.1 Pollutants To Be Tested and Methods Used: The pollutants to be tested and methods to be used are specified within the attached permits (Attachment B.) for each affected facility.
- 4.3.2 Time Period: The emission testing for all units must be completed by September 30, 2012, unless otherwise not possible due to repair or complete shutdown of the facility. Contractor must show capability in the coordination, scheduling, and planning of all testing required to ensure that all units be tested within this time frame.
- 4.3.3 Emission Test Plans and Reports: The contractor shall prepare and submit the required emission test plans and any required reports to Generation and Planning & Regulatory for comments and review prior to the start of the test and final submittal to GEPA or USEPA. Contractor must be aware of the specific timeline required for submittal of these reports to GEPA and USEPA to ensure that Generation and Planning & Regulatory are given ample time for review and comment and still meet the due dates for submittal. Emission Test Plans and Reports shall be prepared individually and site specific for each facility to include all units within that facility. Each emission test plan and reports must be written to ensure compliance with all applicable requirements.
- 4.3.4 Emission Testing and Data Collection Quality: Complete documentation of the emission test plans, emission testing and data collection, emission test reports, and all other pertinent documentation for emission testing shall be provided. Any required testing data shall be documented. The documents provided shall include the unit being tested, procedures and equipment used in the testing, and identification and certification of the test, interpretation and recommendations regarding the test and test results.

### 4.4 Deliverables and Work Products

The contractor is expected to prepare and submit emission test plans, emission test data, and emission test reports. If necessary, the contractor may also be required to identify, interpret and make recommendations of the test results and mitigation. Following submittal of these reports, the contractor may be asked by GPA to make certain revisions or otherwise edit these materials. After revision of reports, if necessary, the contractor will be required to resubmit copies of the final reports to GPA within 10 days or earlier to ensure submittal to Guam EPA and USEPA meets the required time frame. The final report shall consist of four (4) hard copies and two (2) soft copies on CD in PDF format. All deliverables must comply with all applicable local, federal, and permit requirements.

#### 4.5 Evaluation Criteria

The following technical factors will be assessed in making a selection:

- 4.5.1 The Contractor's understanding of the technical objectives and requirements for the preparing and submitting of an emission test plan, conducting the emission test, preparing and submitting emission test reports, and the ability of interpreting test results, identifying causes of excess emission and making recommendations to mitigate. (25 points)
- 4.5.2 Experience of the firm in emissions testing requirements for these types of facilities. (30 points)
- 4.5.3 Experience of key personnel. Identified key personnel must be committed to the project for the duration of work and will be unacceptable for other staff to later be substituted for identified key personnel. (30 points)
- 4.5.4 Demonstration of project management ability to effectuate a cost effective and efficient manner. (15 points)

#### 4.6 Cost Schedule Form

The Contractor must complete and submit the cost schedule form as defined per unit on each facility (Attachment A). Each test shall consist of the parameters specified in each individual permit, and an average of three tests per parameter. This cost shall include emission test plan, emission testing, emission test report, identification of cause of excess emission and recommendation to mitigate, if necessary. GPA will only be charged for the Units that are tested, since GPA cannot guarantee the availability of all listed units (due to repair, complete shutdown of a Unit, or other unforeseen circumstances).

Included in the table, is the cost for mobilization per series of testing, and retesting of individual units, if necessary.

Modifications or alterations of the Cost Schedule Form to include cost not mentioned may be included, but should be highlighted with an accompanying explanation.

#### 4.7 Option to Renew

Term shall be for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two one-year periods beyond the base contract term (for a maximum contract length of five years). GPA shall, at its sole discretion, determine total contract length.

## ATTACHMENT A

## COST SCHEDULE FORM

Emission Unit to be Tested	Description	Amount
Tenjo Diesel Unit 1	Emission Test Plan, Emission Test, and Emission Test Report	
Tenjo Diesel Unit 2	Emission Test Plan, Emission Test, and Emission Test Report	
Tenjo Diesel Unit 3	Emission Test Plan, Emission Test, and Emission Test Report	
Tenjo Diesel Unit 4	Emission Test Plan, Emission Test, and Emission Test Report	
Tenjo Diesel Unit 5	Emission Test Plan, Emission Test, and Emission Test Report	
Tenjo Diesel Unit 6	Emission Test Plan, Emission Test, and Emission Test Report	
Talofofo Diesel Unit 1	Emission Test Plan, Emission Test, and Emission Test Report	
Talofofo Diesel Unit 2	Emission Test Plan, Emission Test, and Emission Test Report	
Manengon Diesel Unit 1	Emission Test Plan, Emission Test, and Emission Test Report	
Manengon Diesel Unit 2	Emission Test Plan, Emission Test, and Emission Test Report	
Dededo Diesel Unit 1	Emission Test Plan, Emission Test, and Emission Test Report	
Dededo Diesel Unit 2	Emission Test Plan, Emission Test, and Emission Test Report	
Dededo Diesel Unit 3	Emission Test Plan, Emission Test, and Emission Test Report	
Dededo Diesel Unit 4	Emission Test Plan, Emission Test, and Emission Test Report	
Dededo CT Unit 1	Emission Test Plan, Emission Test, and Emission Test Report	

Emission Unit to be Tested	Description	Amount
Macheche CT	Emission Test Plan, Emission Test, and Emission Test Report	
Yigo CT	Emission Test Plan, Emission Test, and Emission Test Report	
<b>Other Costs:</b>		
Re-testing per individual Unit		
Mobilization per series of testing		

## SECTION 5.0: PROPOSAL SUBMITTAL CONTENT

### NON-PRICED PROPOSAL CONTENT

PROPOSERS must submit non-priced proposals that include:

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

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

5. Proposal must be free of any price information.
6. Executed Major Shareholder Disclosure Affidavit.
7. Completed Non-collusion Affidavit.
8. Completed No Gratuities and Kickbacks Affidavit.
9. Completed Ethical Standards Affidavit
10. Completed Restriction Against Sex Offenders Affidavit.
11. Completed DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION form.

## SECTION 6.0: PROPOSAL EVALUATION

### 6. EVALUATION PROTOCOL

The evaluation format is a two-step process. In the first step, GPA evaluates each PROPONENT'S qualifications and non-priced proposal for quality, reasonableness, completeness and applicability towards GPA's business needs and goals. During the evaluation process, GPA shall score each PROPONENT'S submittal and rank each from most acceptable to least acceptable.

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

#### 6.1 Evaluation Criteria and Proposal Scoring

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

Scoring and evaluation shall occur in three steps:

##### Step 1: Individual Committee Member Evaluation and Scoring of Proposal

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

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

##### Step 2: Committee-Wide Evaluation and Scoring of Proposal

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

##### Step 3: Negotiation and Award

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

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

Table 1, Evaluation Criteria

Criteria	Points
The PROPONENT's understanding of the technical objectives and requirements for the preparing and submitting of an emission test plan, conducting the emission test, preparing and submitting emission test reports, and the ability of interpreting test results, identifying causes of excess emission and making recommendations to mitigate	25
Experience of the firm in emissions testing requirements for these types of facilities	30
Experience of key personnel. Identified key personnel must be committed to the project for the duration of work and will be unacceptable for other staff to later be substituted for identified key personnel.	30
Demonstration of project management ability to effectuate a cost effective and efficient manner.	15

Appendix A – Evaluation Worksheets

**STEP ONE EVALUATION FORM  
EVALUATION SUMMARY**

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

CRITERIA	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5
The PROPONENT's understanding of the technical objectives and requirements for the preparing and submitting of an emission test plan, conducting the emission test, preparing and submitting emission test reports, and the ability of interpreting test results, identifying causes of excess emission and making recommendations to mitigate (25 PTS)					
Experience of the firm in emissions testing requirements for these types of facilities. (30 PTS)					
Experience of key personnel. Identified key personnel must be committed to the project for the duration of work and will be unacceptable for other staff to later be substituted for identified key personnel. (30 PTS)					
Demonstration of project management ability to effectuate a cost effective and efficient manner. (15 PTS)					
<b>TOTALS</b>					

**STEP TWO EVALUATION FORM**

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**Total Score**

Row #	PROPOSER	RANK	POINTS
1			
2			
3			
4			
5			

RANK

- a. 5
- b. 4
- c. 3
- d. 2
- e. 1

Corresponding Points