



JOSEPH T. DUENAS  
Chairman

GUAM POWER AUTHORITY  
ATURIDAT ILEKTRESE DAT GUAHAN  
P.O. BOX 2977 HAGÁTÑA, GUAM U.S.A. 96932-2977

JOHN M. BENAVENTE, P.E.  
General Manager

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

Accountability	Impartiality	Competence	Openness	Value
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REQUEST FOR PROPOSAL: GPA-RFP-19-002

DESCRIPTION: Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies

**SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS**

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in their technical proposal envelope, one (1) bound paper original, four (4) bound paper copies, and one (1) electronic PDF format in CD, DVD, and/or USB Flashdrive at the date and time for proposal remittance.

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

\*Note: The above Affidavits must comply with the following requirements;

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

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

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

*If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 280f 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

**GUAM POWER AUTHORITY**



**REQUEST FOR PROPOSAL  
GPA-RFP-19-002**

**FOR**

**CONSULTING SERVICES FOR SMART GRID ANALYTICS ENABLED  
DISTRIBUTION SYSTEM PLANNING, TECHNICAL, AND ECONOMIC  
FEASIBILITY STUDIES**

A handwritten signature in blue ink, appearing to read "Jennifer Sablan", is positioned above a horizontal line.

JENNIFER G. SABLAN, P.E.  
SPORD Manager

A handwritten signature in black ink, appearing to read "John J. Cruz, Jr.", is positioned above a horizontal line.

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

A handwritten signature in black ink, appearing to read "John M. Benavente", is positioned above a horizontal line.

JOHN M. BENAVENTE, P.E.  
General Manager



## REQUEST FOR PROPOSAL

GPA-RFP-19-002

FOR

### **“Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies”**

The Guam Power Authority (GPA) is soliciting proposals from interested and qualified individuals or firms to provide Consulting and Technical Services for the Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies.

Request for Proposal (RFP) packages may be obtained at the, GPWA Procurement Office located at Gloria B. Nelson Public Services Building, 688 Route 15, 1<sup>st</sup>. Floor, Room 101, Mangilao, Guam 96913 anytime from Monday through Friday (excluding holidays) between 8:00 a.m. and 5:00 p.m.

Deadline for submission of all proposals is 4:00 P.M., November 01, 2018 at the GPWA Procurement Office and will be received in accordance with Section 3-207 of the Guam Procurement Regulations. All proposals must be submitted to the attention of the Procurement Manager.



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## **SECTION 1.0: INSTRUCTION TO OFFEROR**

### **1.1 DEFINITIONS**

- OFFEROR:** The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.
- OWNER:** The Guam Power Authority (GPA) General Manager or designated representative.
- ADDENDA:** Any amendment or modification issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and specifications, clarifying the meaning of the same, or changing any provisions of this RFP, shall be binding to the same extent as if written in the Specifications

### **1.2 PROPOSALS**

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

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

### **1.3 PROPRIETARY PORTIONS OF PROPOSALS**

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

### **1.4 PREPARATION AND SUBMISSION OF PROPOSALS**

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

Only non-priced proposals are to be submitted by the proposal deadline. Priced proposals will be requested of the selected firm at a later time.

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

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



One (1) bound paper original, four (4) bound paper copies, and one (1) electronic PDF format copy of each proposal, consisting of technical and commercial sections, must be submitted, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc.) that will assist towards OFFEROR's evaluation may be furnished with each proposal. Proposals shall not exceed 100 total pages including all forms and attachments. Submittals shall be provided on 8.5" x 11" sized paper 8.5" x 14" and 11" x 17" sized fold out pages are only allowed for organizational charts, schedules, flow charts, or diagrams.

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

Request for Proposal No.: GPA-RFP-19-002 must be submitted before 4:00 P.M., November 01, 2018 in a sealed envelope indicating the RFP number and addressed as follows:

To: JOHN M. BENAVENTE, P.E.  
General Manager  
Guam Power Authority  
GPWA Procurement Office  
Gloria B. Nelson Public Service Building  
688 Route 15 – Suite 100  
1<sup>st</sup>. Floor, Room 101  
Mangilao, Guam 96913

Attn: Jamie Lynn C. Pangelinan  
Supply Management Administrator

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

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

Familiarity with Laws: OFFEROR is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him from responsibility. The preparation and submission of a proposal will be by and at the expense of the OFFEROR.

## 1.5 EXPLANATION TO OFFERORS

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



the Guam Power Authority for interpretation. OFFERORS should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective OFFERORS, and its receipt by the OFFEROR should be acknowledged on the proposal form.

#### 1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for Proposal, the OFFEROR must promptly notify GPA in writing no later than (4) four working days prior to the closing date of this RFP at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

#### 1.7 ALTERNATE PROPOSAL

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

#### 1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

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

#### 1.9 COMPLETE PROPOSALS

OFFERORS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any OFFEROR. GPA may, in its sole discretion,





request from OFFERORS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

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

Completion Date: OFFEROR shall realize that satisfactory completion of this work within the period shown on the Agreement form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

#### 1.10 POST-PROPOSAL MEETING

After the receipt of proposals, GPA may request for interviews, presentations, or additional information over the telephone or in individual meetings with selected OFFERORS to clarify and discuss their proposals. Failure by an OFFEROR to comply with these requests shall be cause for disqualification.

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

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

#### 1.11 PROPOSAL INCONSISTENCIES

Any provisions in the proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates, are deemed waived by the

OFFERORS. In the event the proposal is awarded to OFFEROR, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by GPA.

#### 1.12 SUBCONTRACTOR

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

#### 1.13 SUBMITTAL FORMAT

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

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



#### 1.14 SIGNATURE

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

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

#### 1.15 INQUIRIES

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

John M. Benavente, P.E.  
General Manager  
Guam Power Authority  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913

Attn: Jamie Lynn C. Pangelinan  
Supply Management Administrator  
GPA Procurement Division  
1<sup>st</sup> Floor, Room 101  
Telephone No: (671) 648-3054/3055  
Facsimile: (671) 648-3165  
Email: [jpangelinan@gpagwa.com](mailto:jpangelinan@gpagwa.com)

**Note:** Cut-Off Date for Receipt of Questions shall be 4:00 P.M., October 25, 2018  
Inquiries received after the deadline shall not be entertained.



## SECTION 2.0: GENERAL TERMS AND CONDITIONS

### 2.1 AUTHORITY

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

### 2.2 GENERAL INTENTION

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

### 2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

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

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

### 2.4 AWARD OR REJECTION OF PROPOSALS

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

GPA reserves the right to award a Contract for the entire RFP scope or for subsets of the RFP scope to one, None, or any OFFERORS.

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

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

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

- 1) The 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 GPA;



- 4) Price(s) exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected OFFEROR and GPA to successfully negotiate contract terms for the scope of services requested.

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

- B. Rejection of Individual proposal or submittal: Any individual proposal or submittal may be rejected in whole or in part when in the best interest of the Authority. Reasons for rejecting a proposal or submittal include but are not limited to:
1. OFFEROR is not responsive;
  - 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
  - 3) The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;
  - 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful OFFERORS shall be advised of the reasons for rejection.

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

## 2.5 EXECUTION OF THE ORDER

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

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

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

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



**2.6 MODIFICATION / ALTERATION**

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

**2.7 CONTACT FOR CONTRACT ADMINISTRATION**

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

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

**2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR**

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

**2.9 LIMITATIONS**

This RFP does not commit GPA to award a contract, to pay any costs incurred in the preparation of a proposal by the OFFEROR under this request, or to procure a contract for services. 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 OFFEROR 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. Failure to do so will mean disqualification and rejection of the proposal.

- A. Major Shareholders Disclosure Affidavit



- B. Non-Collusion Affidavit
- C. No Gratuities or Kickbacks Affidavit
- D. Ethical Standards Affidavit
- E. Declaration Re-Compliance with U.S. DOL Wage Determination
- F. Restriction Against Convicted Sex Offenders

#### 2.13 CONTRACT TERM

GPA and the CONTRACTOR agree this CONTRACT will be for a three (3) year period from the date of award of the contract with an option to extend the contract for two (2) additional one (1) year periods, subject to the availability of funds, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding. GPA reserves the right to revise the stated contract terms and conditions prior to contract signature.

#### 2.14 JUSTIFICATION OF DELAY

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

#### 2.15 INVOICING AND PAYMENT TERMS & CONDITIONS

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings, etc). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice 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 COVENANT AGAINST CONTINGENT FEES

The OFFEROR warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the contractor, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to 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 CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of the Guam Power Authority.

## 2.20 EQUAL EMPLOYMENT OPPORTUNITY

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

## 2.21 AMERICAN DISABILITIES ACT

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

## 2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY

All OFFERORS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal. Pursuant to GCA 5 section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that Guam Public Law Title 5 §5630. Gratuities and Kickbacks, prohibits against gratuities, kickbacks, and favors to the Territory.

## 2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

All OFFERORS are required to submit a current Restriction against Sex Offenders Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

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

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the 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.

**2.24 MAJOR SHAREHOLDERS DISCLOSURE AND NON-COLLUSION**

All OFFERORS are required to submit a current Major Shareholders Disclosure Affidavit as required below. Failure to do so will mean disqualification and rejection of the proposal.

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

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

1. If the affidavit is a copy, indicate the RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the proposals are due.

**2.25 NON-COLLUSION**

All OFFERORS are required to submit a current Non-Collusion Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

**2.26 ETHICAL STANDARDS**

All OFFERORS are required to submit a current Ethical Standards Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

**2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

All OFFERORS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection of the proposal.





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### **SECTION 3.0: FORM OF CONTRACT**

The Contract attached to this solicitation is in draft format. Any inquiries, clarifications or recommendations to the contract should be brought up by Proponents to GPA by formally submitting an inquiry following the guidelines specified under Section 1.0: Instructions to Bidders.



## CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, hereinafter called the INDIVIDUAL OR FIRM, and the Guam Power Authority, hereinafter called GPA.

GPA engages the Individual or Firm to perform professional services for a project known and described as "Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies", GPA-RFP-19-002, hereinafter called the "Project".

### RECITALS

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

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

WHEREAS, GPA seeks to enter into a contract for Consulting Services for Smart Grid Analytics Enabled Distribution System Planning, Technical, and Economic Feasibility Studies with a Consultant wherein such services can be provided to the Authority for the benefit of its customers; and

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

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

### SECTION I - SERVICES OF THE CONSULTANT

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

- A. GPA and the Individual or Firm have entered into a task-based contract wherein, GPA will call upon a task and negotiate price, scope and schedule with the Individual or Firm. The Individual or Firm shall provide services as described in the task list provided in Scope of work This list in not all inclusive; GPA can negotiate tasks that are similar in scope.
- B. The Individual or Firm shall provide services as described in the detailed scope of work provided in the Scope of work in GPA-RFP-19-002.
- C. The Individual or Firm has assigned \_\_\_\_\_ as the Project Manager for this Contract. Prior written approval is required in the event the Individual or Firm needs to change the Project Manager. The Individual or Firm shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- D. The Individual or Firm shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.



## SECTION II - PERIOD OF SERVICE

GPA and the Individual or Firm agree this CONTRACT will be effective commencing \_\_\_\_\_, 2018 for a base contract period of three (3) years or until all tasks in Exhibit A are completed, whichever is less, from the date of award of the contract with an option to extend the contract for two (2) additional one (1) year periods, not to exceed a total contract period of five (5) years, subject to the availability of funds, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding.

## SECTION III - CONSULTANT'S COMPENSATION

A. The total compensation to Individual or Firm for services in this CONTRACT is the lump sum of: \_\_\_\_\_, plus approved adjustments.

B. GPA shall pay the Individual or Firm using a method mutually agreed upon by GPA and the successful Offeror.

The method of payment for this CONTRACT is to be negotiated. Payment options are lump sum, time and materials, or not to exceed payment.

GPA shall pay the CONSULTANT installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments shall be made as specified in SECTION VI.

## SECTION IV - CONSULTANT'S STATUS

Consultant agrees that there shall be no employee benefits occurring from this Agreement, such as:

- A. Insurance coverage provided by GPA;
- B. Participation in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;
- D. There shall be no withholding of taxes by GPA;
- E. That it is expressly understood and agreed that, in the performance of services under this Agreement, Individual or Firm and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

## SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

- 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 Individual or Firm and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the Individual or Firm work. GPA will keep the Individual or Firm advised concerning the progress of GPA's review of the work. The Individual or Firm agrees that GPA's inspection, review, acceptance or approval of Individual or Firm work



shall not relieve Individual or Firm responsibility for errors or omissions of the Individual or Firm or its sub-consultant(s).

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

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

#### **SECTION VII - TERMINATION**

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

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

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

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

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

#### **SECTION VIII - CHANGES**

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

#### **SECTION IX - ASSIGNMENT OF AGREEMENT**

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

#### **SECTION X - FORCE MAJEURE**

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



## SECTION XI - TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Guam Power Authority shall have no tax liability under this contract. Specific information on taxes may be obtained from the Director of the Guam 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 and address
FAX:	Fax number
TO:	Guam Power Authority P.O. Box 2977 Hagatna, Guam 96932-2977
ATTN:	General Manager
FAX:	(671) 648-3165

## SECTION XIII – GOVERNING LAW

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

## SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

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

## SECTION XV – INDEMNIFICATION

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

## SECTION XVI – DISPUTES

All controversies between GPA and the Individual or Firm which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.



**SECTION XVII – RELEASE OF INFORMATION**

The Individual or Firm shall not release any information, including the contract price; concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

**SECTION XVIII – INSURANCE**

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

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this \_\_\_\_\_ day \_\_\_\_\_, 2018. The Individual or Firm warrants that the person who is signing this CONTRACT on behalf of the Individual or Firm is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

\_\_\_\_\_  
Offeror  
Title  
Company Name  
Federal I.D. No. /Social Security No.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
D. GRAHAM BOTHA, ESQ.  
STAFF ATTORNEY  
GUAM POWER AUTHORITY

\_\_\_\_\_  
DATE



## SECTION 4.0: SCOPE OF SERVICES

### 4.1 Background: Analytics

Guam Power Authority has initiated the next step in the evolution of Smart Grid at the Authority: Smart Grid Analytics. Analytics will enable GPA to rapidly and effectively address issues regarding distribution grid operations, customer engagement, revenue protection, and ratemaking. The Smart Grid literature asserts that improving a single issue such as revenue protection can justify an investment in data analytics.

GPA has chosen to invest in the Landis+Gyr Advanced Grid Analytics (AGA) Platform and Application Suite to address solutions aimed at a specific, localized problems as well as an enterprise spanning tool suite to address future issues across the distribution system. This RFP will procure engineering and technical services to “jump start” GPA in using these tools to reach its Analytics Program Goals.

#### 4.1.1 GPA Analytics Program

GPA is in the process of completing installation of Landis+Gyr’s (L+G) Advanced Grid Analytics (AGA) Platform and Application Suite as part of its Phase I of its Analytics Program. The Analytics Program seeks to begin with an initial set of smart grid analytical and data presentation applications. The purpose of this initial set is to allow GPA to analyze the data generated by the L+G AMI meters and data collection system to understand and improve the GPA distribution system. The breakdown into program phases is to add capabilities based on a technology roadmap identified in the GPA’s Electric Grid Analytics System (EGAS) bid. The technology roadmap will take GPA from a study and evaluation capability to an active real-time distribution control and optimization capability. GPA will roll-out Phase II and Phase III as it makes full use of the Phase I capabilities.

The objectives for the Analytics Program include:

- Reducing Distribution System Losses
- Improving Delivered Power Quality
- Reducing Customer Outages
- Improving the Effectiveness while Reducing the Costs for Distribution System Management
- Improving Distribution System Management
- Supporting Distribution Integrated Resource Planning
- Supporting and Improving Distribution Capital and Operational Planning
- Supporting and Improving Revenue Protection
- Optimizing Distributed Generation and Distributed Storage
- Improving Workforce Management Analytics by Providing Timely Information on the State of the Distribution Network
- Improving Customer Satisfaction and Customer Engagement
- Improving Financial Management over the Distribution System
  - Increasing Return On Investment (ROI)
  - Showing ROI Based on Operational Data
  - Reducing/Optimizing Capital Expenses
  - Shifting Maintenance from Routine Periodic Maintenance and Run-to-Failure Reactive Maintenance to Predictive and Just-In-Time Maintenance
- Creating a Proactive Approach to managing the Growth of Distributed Renewable and Energy Storage Resources while Avoiding Negative Consequences for GPA, GPA’s Grid and GPA Customers
- Transforming Raw Data into Actionable Information for Making Better Strategic and Operational Decisions



- Providing Accurate, Real-Time, On-Demand Information to Support Ratemaking
  - Providing individual or aggregated customer profiles for structuring:
  - Time-Of-Use (TOU)
  - Customer Billing
  - Cost of Service
  - Demand Response
  - Customer-targeted initiatives.

In Phase I, GPA is standing up the following L+G AGA modules:

- AGA Platform
- Revenue Protection
- Asset Loading
- Voltage Visualization
- DER Planner
- Voltage Monitoring
- Capacity Contribution
- Reliability Planner.

## 4.2 Technical and Functional Requirements

GPA will award a CONTRACT to the firm it deems the most qualified and responsive to the RFP requirements. The CONTRACT will be task based. GPA will at its discretion request the CONTRACT Awardee issue a request for proposal for a task related to the scope of this RFP.

The CONTRACT term will be for a base period of 3-years or a total contract amount of \$1,450,000 whichever comes first. Two one-year contract extensions upon mutual agreement may be negotiated.

### 4.2.1 Technical and Consulting Services

The consultant will provide Technical Services that may include, but is not limited to the following:

- Engineering Planning and Consulting Services
- Engineering Design Services (Specialized)

Using the L+G AGA applications, the CONSULTANT will assist GPA with:

- Understanding the impact of future scenarios on financial outcomes and operational stability through a near real time modeling of the distribution system
- Developing strategies for managing the complex future through advanced planning that informs the impacts on customers, distribution, transmission and generation both individually and as an integrated system
- Developing tariffs, demand response programs and the true avoided/added costs from customer owned DER based on defensible near real time analysis
- Identifying opportunities to simultaneously solve multiple problems across distribution, transmission and generation with a single capital project<sup>1</sup>

<sup>1</sup> Larry Dickerman. (2016). "How should utilities evolve resource planning to meet complex future energy challenges?" URL: <file:///C:/Users/jcruz/Documents/---%2019%20DR%20ESS%20CVR%20RFP/integrated-resource-planning%20L+G.pdf> (February 2, 2017).





CONSULTANT will assist GPA in addressing the technologies driving utility system change including but perhaps not limited to:

- Distributed Generation
  - Renewable Energy
  - Fuel Cells
  - Fossil Fuel Generation
- Energy Storage
- Volt/VAR Control and Optimization
- Demand Response
- Smart Grid Enabled Customer Engagement
- Smart Grid Enabled Energy Efficiency

#### 4.2.2 Engineering Planning and Consulting Services

The Consultant will provide GPA Engineering Planning and Consulting Services for Technical and Economic Feasibility Studies investigating:

- Conservation Voltage Reduction
- Demand Response
  - Direct Load Control (GWA Water and Wastewater Generation Backup Remote Control and Monitoring)
  - Peak Shaving
  - Future Distribution System Capacity Reduction
  - Energy Efficiency Initiatives
- Distributed Renewable Energy Intermittency and Voltage Issue Elimination/Management
- Distributed Generation VAR Supply versus Capacitors
- Other Related Studies.

#### 4.2.3 Engineering Design Services

The CONSULTANT will provide specialized engineering design services including, but not limited to the following:

- Distribution Automation (DA)
- Integrated Volt/VAR Control (IVVC)
- Volt/VAR optimization (VVO)
- Direct Load Control (DLC)
- Conservation Voltage Reduction (CVR)
  - Low Cost CVR
- NEC/NESC Power Distribution
- Other similar design services as required

#### 4.2.4 Project Management

The consultant's work will include the following project management activities:

- Provide GPA a work schedule, list of data requirements and deliverables for each Task Assigned
- Correspond with GPA and key stakeholders via regular email and telephone communication
- Schedule regular meetings and special meetings for critical milestones



- Budget tracking
- Creating and updating project dashboards.

#### 4.3 Deliverables

The consultant's deliverables include, at a minimum, the following output:

- Project plans, dashboards, reports, and all related project management services for accomplishing the goals of this engagement, including information requirements, technical requirements, and involvement of key stakeholders in the project. The plan shall also include a schedule and timeline, and estimated effort and costs.
- Completion of engineering planning and consulting services required to complete feasibility studies, as specified in Sections 4.2.1 and 4.2.2 and as recommended by the consultant, with GPA's approval. Consultant shall provide reports and other documentation with each task completed under Section 4.2.1 and 4.2.2.
- Completion of engineering design services required to complete engineering construction or systems specifications, as required for work addressed in Section 4.2.3 and as recommended by consultant, with GPA's approval. Consultant shall provide reports and other documentation with each task completed under Section 4.2.3. Consultant shall provide reports and other documentation with each task completed under Section 4.2.3.
- Regulatory Support.

#### 4.4 Qualifications

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

- Experience (at least 5 years) and expertise related to various activities under Section 4.2.1
- Experience (at least 5 years) and expertise on engineering planning and consulting services related to various activities under Section 4.2.2
- Experience (at least 5 years) and expertise on specialized engineering design services related to various activities under Section 4.2.3
- Experience (at least 5 years) and expertise on project management services related to various activities under Section 4.2.1, 4.2.2, 4.2.3, and 4.2.4
- Project Team and Firm goodness of fit for GPA
- Knowledge of and experience in providing consulting and technical services for ensuring compliance with federal and local (Guam) regulatory requirements, laws and others;
- Completion of Similar Projects described in Sections 4.2, 4.2.1, 4.2.2, 4.2.3, and 4.2.4.



## SECTION 5.0: EVALUATION OF PROPOSALS

### 5.1 Non-Priced Proposal Content

Proponents must submit non-priced proposals that include a detailed description of the Proponent's qualifications to deliver the scope of work and projects addressed in this RFP. The proponent shall submit the non-price proposal content in the following order:

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

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

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

Section 4: PROPONENT is required to provide detailed description and supporting documentation illustrating and supplementing the following: (Proponent shall complete worksheet Appendix A – SOW EXPERIENCE)

- A. Experience (at least 5 years) and expertise related to various activities under Section 4.2.1;
- B. Experience (at least 5 years) and expertise on engineering planning and consulting services related to various activities under Section 4.2.2;
- C. Experience (at least 5 years) and expertise on specialized engineering design services related to various activities under Section 4.2.3;
- D. Experience (at least 5 years) and expertise on project management services related to various activities under Section 4.2.1, 4.2.2, 4.2.3, and 4.2.4
- E. Completion of Similar Projects described in Sections 4.2, 4.2.1, 4.2.2, 4.2.3, and 4.2.4.

Section 5: PROPONENT is required to provide detailed description and supporting documentation illustrating knowledge of and expertise related to the work described in Sections 4.2, 4.2.1, 4.2.2, 4.2.3, and 4.2.4. PROPONENT is required to provide evidence of knowledge and experience in providing consulting and technical services for ensuring compliance with federal and local (Guam) regulatory requirements, laws, and others.

Section 6: Experience/expertise in serving the electric power utility industry including any leadership roles.

Section 7: Project Approach. Description of proponent's recommended plan for completing the scope of work.

Section 8: Proposed Project Team, with Roles and Organization Chart; Include Qualifications and experience of each member of the project team.

Section 9: Client References. At least three letters of reference or recommendation from clients for which the proponent has completed projects related to the scope of work related to this RFP in the last five years. The letters should indicate the quality of work of the client, level of satisfaction, and a description of



the proponent's handling of the most critical parts of the project (i.e. completion of scope, management of budget and resources, ability to comply with schedules and requirements, etc.).

## 5.2 Price Proposal

The Price Proposal will be requested from the successful proponent after completion of evaluation. GPA will be executing the scope of this work as individual project scopes of work for which the successful proponent and GPA will negotiate the scope and price.



## SECTION 6: PROPOSAL EVALUATION

### 6.1 Evaluation Protocol

The evaluation format is a two-step process. In the first step, GPA evaluates each PROPONENT'S qualifications and non-priced proposal for quality, reasonableness, completeness and applicability towards GPA's business needs and goals. During the evaluation process, GPA shall score each PROPONENT'S submittal and rank each from most acceptable to least acceptable. GPA may choose to select one, any or none of the PROPONENTS for the second step in the procurement process: contract negotiations.

GPA reserves the right to select one or more or none of these PROPONENTS to negotiate. If a PROPONENT is the most qualified for all of the waste streams, GPA reserves the right to award the contract to this PROPONENT. However, if a PROPONENT's qualifications are strong in one particular waste stream, GPA may elect to award the contract to several proponents for each particular waste stream.

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

### 6.2 Evaluation Criteria and Proposal Scoring

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*.

Proposals that score greater than or equal to 70% of the maximum score are deemed acceptable. Proposals that score between 65% and 69% inclusive, are deemed potentially acceptable. Proposals scoring below 65% are deemed unacceptable.

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



## QUALIFICATIONS SCORING:

<b>CRITERIA:</b>	<b>Weight</b>	<b>Maximum Raw Score (Low = 0, High = 10)</b>	<b>Maximum Equivalent Score (Weight x Raw Score)</b>
Section 1	2	10	20
Section 2	2	10	20
Section 3	<b>*if incomplete, proponent will be disqualified*</b>		
Section 4			
A	15	10	150
B	15	10	150
C	15	10	150
D	10	10	100
E	15	10	150
Section 5	10	10	100
Section 6	6	10	60
Section 7	10	10	100
Section 8	15	10	150
Section 9	8	10	80
		<b>TOTAL SCORE :</b>	<b>1230</b>
<b>Minimum Qualification Score:</b>			<b>861</b>

Table 1 \*Criteria references may be found on Section 5.1 Non-Priced Proposal Content

Step 2: Committee-Wide Evaluation and Scoring of Proposal

After all the proposals have been scored under Step One, the Committee Chair will request the Committee whether they would like to evaluate Step 2 under Total Scope or Individual Scope Scoring. If the Committee deems that one or more PROPONENTS are especially strong in a given scope area, the Committee may revert to scoring based on the individual scope evaluation form. The Committee may evaluate one or more scope areas for individual scoring.

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

Step 3: Negotiation and Award

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

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



**STEP ONE EVALUATION FORM  
INDIVIDUAL PROPONENT EVALUATION**

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

Firm/Proponent: \_\_\_\_\_

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

<b>CRITERIA:</b>	<b>Weight</b>	<b>Raw Score (Low = 0, High = 10)</b>	<b>Weighted Score (Weight x Raw Score)</b>
Section 1	2		
Section 2	2		
Section 3	<b>*if incomplete, proponent will be disqualified*</b>		
Section 4			
A	15		
B	15		
C	15		
D	10		
E	10		
F	5		
G	15		
Section 5	10		
Section 6	6		
Section 7	10		
Section 8	15		
Section 9	8		
		<b>TOTAL SCORE :</b>	



STEP TWO COMMITTEE-WIDE EVALUATION FORM

Row #	PROPONENT	EVALUATOR STEP TWO POINTS AWARDED					
		1	2	3	4	5	TIE-BREAK (IF NEEDED)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	<b>TOTAL</b>						

Evaluator Signatures

\_\_\_\_\_ Date \_\_\_\_\_                      \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_                      \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_





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<b>APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT</b>
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# 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 DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM )
)ss.
HAGATNA, GUAM )

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

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

Table with 3 columns: Name, Address, Percentage of Shares Held. Includes a row for Total Number of Shares.

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

Table with 3 columns: Name, Address, Amount of Commission Gratuity or Other Compensation.

Further, affiant sayeth naught.

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

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

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

Notary Public \_\_\_\_\_
In and for the Territory of Guam

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



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<b>APPENDIX B      NON-COLLUSION AFFIDAVIT</b>
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NON-COLLUSION AFFIDAVIT

TERRITORY OF GUAM )
)ss.
HAGATNA, GUAM )

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

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

\_\_\_\_\_.
(Declarant)

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

Notary Public \_\_\_\_\_
In and for the Territory of Guam

My commission expires: \_\_\_\_\_



**APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT**



NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

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

As the duly authorized representative of the Offeror, that neither I nor of the Offeror’s officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror’s proposal.

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_



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**APPENDIX D ETHICAL STANDARDS AFFIDAVIT**





ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT  
(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

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

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_



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<b>APPENDIX E      DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION</b>
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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 \_\_\_\_\_, 2018.

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



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<b>APPENDIX F      RESTRICTION AGAINST CONVICTED SEX OFFENDERS</b>
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## SPECIAL PROVISIONS

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

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

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

**SOURCE:** *Added by P.L. 28-024:2 (Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).*

Signature of Bidder	Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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



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**APPENDIX G    SOW EXPERIENCE**



<b>SOW EXPERIENCE</b>					
<b>Section 4</b>					
<b>Item</b>		<b>Experience Description at least 5 years</b>	<b>Experience Supporting Documents</b>	<b>D. Project Management Experience</b>	<b>E. Similar Projects Descriptions</b>
A. Technical and Consulting Services (Section 4.2.1)	• Engineering Planning and Consulting Services				
	• Engineering Design Services (Specialized)				
	• Distributed Generation o Renewable Energy				
	o Renewable Energy				
	o Fuel Cells				
	o Fossil Fuel Generation				
	• Energy Storage				
B. Engineering Planning and Consulting Services (Section 4.2.2)	• Volt/VAR Control and Optimization				
	• Demand Response				
	• Smart Grid Enabled Customer Engagement				
	• Smart Grid Enabled Energy Efficiency				
	• Conservation Voltage Reduction				
	• Distributed Generation				
	o Renewable Energy				
C. Engineering Design Services (Section 4.2.3)	o Fuel Cells				
	o Fossil Fuel Generation				
	• Distributed Renewable Energy Intermittency and Voltage Issue Elimination/Management				
	• Distributed Generation VAR Supply versus Capacitors				
	• Integrated Volt/VAR Control (IVVC)				
	• Volt/VAR optimization (VVO)				
	• Direct Load Control (DLC)				
	• Conservation Voltage Reduction (CVR)				
	o Low Cost CVR				
	• NEC/NESC Power Distribution				