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CCU Chairman

GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P.O. BOX 2977 HAGATNA, GUAM U.S.A. 96932-2977



JOHN M. BENAVENTE, P.E.
General Manager

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

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

REQUEST FOR PROPOSAL: GPA-RFP-19-008

DESCRIPTION: FIBER SWAP SERVICES

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 at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
- [XX] AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS;
- [XX] NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- [XX] ETHICAL STANDARDS AFFIDAVIT;
- [XX] WAGE DETERMINATION AFFIDAVIT;
- [XX] RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
- [XX] 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.

[XX] 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 firm/individual must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

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

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

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

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

Individual/Firm Representative's Signature




**REQUEST FOR PROPOSAL
NO. GPA-RFP-19-008**

FOR

FIBER SWAP SERVICES



JOHN M. BENAVENTE, P.E.
General Manager



JOHN J. CRUZ, P.E.
Asst. Gen. Mgr. Technical Services



MELVYN KWEK, CISA
Chief Information Technology Officer

REQUEST FOR PROPOSAL

GPA-RFP-19-008

FOR

“Fiber Swap Services”

The Guam Power Authority (GPA) is soliciting proposals from interested and qualified individuals or firms to provide Fiber Swap Services.

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

Deadline for submission of all proposals is **July 09, 2019 at 4:00 P.M.** at the GPA Procurement Office and will be received in accordance with Section 3-207 of the Guam Procurement Regulations. All proposals must be submitted to the attention of the Procurement Manager.

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Section 1: Instruction To Respondents

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.

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

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 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-19-008 must be submitted before July 09, 2019 at 4:00 P.M. in a sealed envelope indicating the RFP number and addressed as follows:

To: Guam Power Authority
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Attn: Mr. JOHN M. BENAVENTE, P.E.
General Manager

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 Bonding

No performance or payment bonds are required under this RFP.

1.11 Post RFP 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 Withdrawal of Proposal

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

1.17 Inquiries

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

John M. Benavente, P.E.
General Manager
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Attn: Jamie Pangelinan
Supply Management Administrator
Telephone No: (671) 648-3054/3055
Facsimile: (671) 648-3165
Email: jpangelinan@qpagwa.com

Note: Cut-Off Date for Receipt of Questions shall be Thursday, June 25, 2019 at 4:00 P.M.
Inquiries received after the deadline shall not be entertained.

Section 2: General Terms and Conditions

2.1 Authority

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

2.2 General Intention

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

2.3 Standards for Determination of Most Qualified Offeror

In determining the most qualified OFFEROR, 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.

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 Contract Term

Contract term shall be for a base period of three (3) years, with options at the sole discretion of GPA to renew the contract for two (2) additional one-year terms, not to exceed a total contract period of five (5) years.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 American Disabilities Act

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

2.20 Required Forms

All OFFERORS are required to submit current affidavits as required in the following page. Failure to do so will mean disqualification and rejection of the proposal.

- a. Special Provision for Major Shareholders Disclosure Affidavit
- b. Major Shareholders Disclosure Affidavit
- c. Non-Collusion Affidavit
- d. No Gratuities or Kickbacks Affidavit
- e. Ethical Standards Affidavit
- f. Declaration Re-Compliance with U.S. DOL Wage Determination

2.21 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.

2.22 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 Comission Gratuity or other Compensation</u> |
|-------------|----------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____

In and for the Territory of Guam

My Comission 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 shame, that said bidder/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2019

)Seal(

Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT
(Offeror)

TERRITORY OF GUAM)

HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2019.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2019.

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

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 _____, 2019.

 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 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.

Signature of Bidder Date

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

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

Notary Public

Section 3: Form Of Contract

CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

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

GPA engages the Individual or Firm to perform professional services for a project known and described as "Fiber Swap Services", GPA-RFP-19-008, 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 **Fiber Swap Services** 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 Proponent for the considerations set forth, agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

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

- A. The Individual or Firm shall provide services as described in the detailed scope of work provided in the Scope of work in GPA-RFP-19-008.
- B. The Individual or Firm has assigned _____ as the Project Manager for this Contract. Prior written approval is required in the event the Individual or Firm needs to change the Project Manager. The Individual or Firm shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The Individual or Firm shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

SECTION II - PERIOD OF SERVICE

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

SECTION III - CONSULTANT'S COMPENSATION

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 RESPONSIBILITIES

- A. GPA shall each 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 appropriate 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/Guam Waterworks 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 are 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 _____, 2019. The Individual or Firm warrants that the person who is signing this CONTRACT on behalf of the Individual or Firm is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

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

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

APPROVED AS TO FORM:

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

DATE

Section 4: Scope Of Services

4.1 Scope of Work

4.1.1 Introduction

Guam Power Authority (GPA) has several factors driving the need to expand its fiber optic Tier 1 network with GPA-owned or controlled fiber and facilities independent of Guam telecommunication carriers:

- Cyber-Security
 - Supervisory Control and Data Acquisition (SCADA)
 - Advanced Automatic Generation Control (AGC)
 - Generators
 - Synchronous Condensers (SC)
 - Battery Energy Storage Systems (BESS)
 - Demand Response Systems
 - Renewable Energy Systems
 - Remote Generation Start/Stop Control
 - Secure Communications for Substations, Power Plants, Water Well and Wastewater Facilities, Power and Water System Control Centers, Backup Power Systems,
- Cost
- Renewable Integration Study Recommendations: System Protection, AGC.

These projects need to begin immediately and without delay. GPA will use this RFP for Fiber Swap Services and separate bids for Fiber Optic Communications Construction to meet the above goals. GPA has less than two years to complete the projects. GPA's intent is to work with eligible Guam firms and award Fiber Swaps consistent with GPA's current and future requirements. GPA intends to work with as many eligible Guam firms as practical to meet its goals. GPA's intent is to award swaps with multiple eligible firms that submit proposals.

4.1.2 General Scope of Work

The Scope of this Request for Proposal includes, but may not be limited to the following:

- Fiber Swaps

- Assistance as requested by GPA for related work.
- Table 4-3 indicates GPA's immediate need for Fiber Optic Expansion of its Tier 1 network.

PROPOSERS may propose on one or more elements in Table 4-3. GPA reserves the right to add or subtract items listed in Table 4-3. The base term of this agreement to make fiber swaps is five years with a five year mutually agreeable extension between the PROPONENT and GPA. Fiber SWAPS made under this agreement are for perpetuity.

There will be no money exchanged between parties for Fiber Swaps under a "cost-less transaction." This engagement is for an exchange of "services" or the capability to provide "services."

4.2 Deliverables

Deliverables shall include but may not be limited to;

- Fiber Swaps
- Assistance as requested by GPA for related work.

4.3 Qualifications Required

The PROPONENT must have the following minimum qualifications to be eligible for participation in this engagement:

- Organization owns fiber outright within 1000' of a GPA identified location (GPA Fiber Swap Matrix)
 - AND
- PUC Registered Telecom Carriers OR
- Federal Government OR
- Local Government OR
- Companies with a valid business license to provide Telecom Services on Guam.

Failure to not have at least one of the above qualifications is grounds for automatic disqualification.

4.4 Standard of Work

The PROPONENT must perform all work to all applicable United States telecommunications standards. All work must be under the direction or supervision of a licensed RCDD. All work must be tested for acceptance under standard testing requirements governed by BICSI, IEEE, ANSI, NECA/FOA, TIA, ISO/IEC, and other generally accepted telecommunication standards bodies.

4.5 Fiber Swap Engagement Rules

The General Rules for this Fiber Swap Engagement include but may not be limited to:

- GPA will hold confidential all details of participating Carrier-owned fiber optic facilities;
- Carrier will hold confidential all details of GPA-owned fiber optic facilities;
- Fibers swapped must be physical, specific fiber optic cables not virtual fiber;
- Swaps made on Standardized Equivalent Value (per foot) Accounting for:
 - Aggregate Cable Length;
 - Quality of Construction/Installation;
 - From Highest to Lowest
 - A. Installed Depth ≥ 2 feet in concrete encased conduit;
 - B. Installed Depth ≥ 2 feet, Micro-Trenching;
 - C. Overhead Aerial Installation (ADSS Cable);
 - One Foot of (A) = B2A Feet of (B) = C2A Feet of (C);
 - $1.0 < B2A < C2A$;
 - One Foot of (B) = C2B_Factor_Feet of (C);
 - $C2B_Factor_Feet = C2A_Factor_Feet / B2A_Factor_Feet$;
 - O&M Responsibility;
 - Carrier Responsibility Preferred;
- Future GPA Fiber Conduits Encased in Concrete;
 - GPA will inform Telecom Carriers on the opportunity to cost-share and plan out future projects;
 - Participating Telecom Carriers will provide and install as a consortium all innerduct, micro-duct, and any other required conduit for use by those carriers and GPA for the right to use the conduits;
 - GPA reserves the right to negotiate for additional cost share. Participating Carriers will pay these costs directly to GPA Contractors or perform and pay for the work directly;
 - GPA reserves the right to modify Fiber Swap Terms and Engagement Rules for Future Projects;
- GPA is interested in multiple paths between communication endpoints. GPA may elect to swap with multiple successful proponents to complete the objectives of Table 4-3;

- GPA will award irrefutable rights to the fiber it SWAPS but will not take on liability for the fiber.

Table 4-1 indicates the GPA's estimates for construction per linear feet under the various quality of installation outlined above normalized by the highest cost construction. Table 4-2 indicates the GPA Fiber Swap Standardized Equivalent Value Factors. Table 4-3 is the GPA Fiber Swap Matrix. These figures are firm and not negotiable. Construction numbers may change from project to project, therefore there is no absolute value to these numbers. The intent is to establish relative values for swaps. This methodology is completely within the discretion of GPA and not the PROPONENT.

These Fibers Swaps are made in perpetuity. And will survive the purchase or demise of the parties engaged in these agreements.

Table 4-1 GPA Estimates for Construction Costs Under Various Quality of Construction/Installation
Normalized by Highest Cost Construction

| Code | Fiber Construction Type | Normalized Cost Ratio | Notes |
|-------------|---|------------------------------|--|
| A | Installed Depth \geq 2 feet in concrete encased conduit | 1.000 | Based on Incremental Costs for GWA Baza Garden Project |
| B | Installed Depth \geq 2 feet, Micro-Trenching | 0.333 | |
| C | Overhead, ADSS Cable | 0.172 | |

Table 4-2 GPA Fiber Swap Standardized Equivalent Value Factors

| Based on Normalized Linear Feet Costs listed in Table 4-1 | Description | Factor Value |
|--|--|-------------------------|
| | A Construction Normalized Cost Divided by A Normalized Construction Cost | 1.000 |
| | A Construction Normalized Cost Divided by B Normalized Construction Cost | 3.000 |
| | A Construction Normalized Cost Divided by C Normalized Construction Cost | 5.798 |
| | B Construction Normalized Cost Divided by A Normalized Construction Cost | 0.333 |
| | B Construction Normalized Cost Divided by B Normalized Construction Cost | 1.000 |
| | B Construction Normalized Cost Divided by C Normalized Construction Cost | 1.933 |
| | C Construction Normalized Cost Divided by A Normalized Construction Cost | 5.798 |
| | C Construction Normalized Cost Divided by B Normalized Construction Cost | 0.517 |
| C Construction Normalized Cost Divided by C Normalized Construction Cost | 1.000 | |

In any Fiber Swap, the traded values may not be exactly equal to the computations stemming from Table 4-2. However, they must be "Close". "Close" is at the discretion of GPA but generally within 10% of the computed value plus or minus.

PROPOSERS must submit proposals for at least one the line items 1 through 31 listed in Table 4-3. GPA reserves the right to add or subtract from the items in Table 4-3 once contracts are awarded.

4.6 GPA Conduit Swap Engagement Rules

The General Rules for this GPA Conduit Swap Engagement include but may not be limited to:

- GPA will hold confidential all details of participating Carrier-owned fiber optic facilities
- Carrier will hold confidential all details of GPA-owned fiber optic facilities
- Swaps made on Standardized Equivalent Value (per foot) Accounting as in section 4.4
- Future GPA Fiber Conduits Encased in Concrete
 - GPA will inform Telecom Carriers on the opportunity to cost-share and plan out future projects
 - Participating Telecom Carriers will provide and install as a consortium all innerduct, micro-duct, and conduit for use by those carriers and GPA for the right to use the conduits
 - GPA reserves the right to negotiate for additional cost share. Participating Carriers will pay these costs directly to GPA Contractors.
 - GPA reserves the right to modify Fiber Swap Terms and Engagement Rules for Future Projects

- GPA is interested in multiple paths between communication endpoints. GPA may elect to swap with multiple successful proponents to complete the objectives of Table 4-3.
- GPA may swap conduit space in GPA existing or future conduit with successful PROPONENTS for fiber within that conduit or in other locations.

Table 4-3 GPA Fiber Swap Matrix

| | Facility | Owner | Facility Type | GPA Fiber | | GPA Substation Connection | SWAPS | |
|----|--|-------|---------------|-----------|---------|---------------------------|--------|---------------------|
| | | | | Installed | Planned | | Needed | Connecting Facility |
| 1 | Agana | GPA | Substation | | | | X | Tamuning |
| 2 | Anigua | GPA | Substation | | | | X | Agana |
| 3 | Apra Heights | GPA | Substation | | | | X | Tenjo Vista |
| 4 | Barrigada | GPA | Substation | | | | X | Macheche |
| 5 | Finegayan | GPA | Substation | | | | X | Harmon |
| 6 | Mangilao | GPA | Substation | | X | Pagat | X | GBNPSB Fadian |
| 7 | Orote | GPA | Substation | | | | X | Piti |
| 8 | Pagat | GPA | Substation | | X | Mangilao | X | Macheche |
| 9 | Piti | GPA | Substation | X | X | Cabras | X | Agana |
| 10 | Pulantat | GPA | Substation | | | | X | Baza Gardens |
| 11 | Pulantat Power Plant | GPA | Substation | | | | X | Baza Gardens |
| 12 | Radio Barrigada | GPA | Substation | | | | X | Barrigada |
| 13 | San Vitores | GPA | Substation | X | | Harmon | X | Tamuning |
| 14 | Talofoyo | GPA | Substation | X | | Dandan | X | Apra Heights |
| 15 | Tenjo Vista | GPA | Substation | | | | X | Piti |
| 16 | Umatac | GPA | Substation | | | | X | Tenjo Vista |
| 17 | Agana WWTP | GWA | WWTP | | | | X | Agana |
| 18 | Agat-Santa Rita WWTP | GWA | WWTP | | | | X | Tenjo Vista |
| 19 | Baza Gardens WWTP | GWA | WWTP | | X | Talofoyo | X | Agana |
| 20 | Northern Secondary WWTP | GWA | WWTP | | | | X | Harmon |
| 21 | Northern WWTP | GWA | WWTP | | | | X | Harmon |
| 22 | Ugum Surface Water Treatment Plant | GWA | SWTP | | | | X | Dandan |
| 23 | Umatac-Merizo Wastewater Treatment Plant | GWA | WWTP | | | | X | Umatac |
| 24 | Apra Collector | GPA | Collector | | | | X | Apra Heights |
| 25 | Barrigada Collector | GPA | Collector | | | | X | Radio Barrigada |
| 26 | Talofoyo Collector | GPA | Collector | | | | X | Talofoyo |
| 27 | Umatac Collector | GPA | Collector | | | | X | Umatac |
| 28 | New 1 - Ladera Towers | GPA | Collector | | | | X | GBNPSB Fadian |
| 29 | New 2 - Harmon | GPA | Collector | | | | X | Harmon |
| 30 | New 3 - Barrigada Heights | GPA | Collector | | | | X | Macheche |
| 31 | New 4 - Mount Santa Rosa | GPA | Collector | | | | X | Marbo |

4.6.2 GPA Empty Concrete Conduit

GPA will allow PROPONENTS to use GPA Empty Concrete Conduits under the following conditions:

- The PROPONENT will provide and pay for all conduit modifications required by the PROPONENT.
- Since GPA has standardized on 96-fiber strand single mode fiber cables, PROPONENT will provide GPA at least 96 strands for GPA's use.
- The PROPONENT will provide and pay for the interconnection to GPA facilities including spurs to facilities along the conduit route as negotiated.

- GPA will be responsible for the lighting of the fiber at its facilities, whereas PROPONENT will be responsible for the lighting of the fiber at its facilities.
- PROPONENT is responsible for repairing any fiber cable break in a timely manner as negotiated with the PROPONENT.
- PROPONENT will maximize the use of the conduit for fiber such by providing and installing rigid or fabric inner duct or mesh duct product.

GPA may work with a consortium of Carriers in this scenario.

4.6.3 GPA Occupied Concrete Conduit

GPA will allow PROPONENTS to use GPA Occupied Concrete Conduits under the following scenarios:

1. PROPONENT Replaces Existing Fiber Optic Cable in a GPA Concrete Conduit
2. PROPONENT Installs Fiber in Occupied Fiber.

4.6.3.1 PROPONENT Replaces Existing Fiber Optic Cable in a GPA Concrete Conduit

GPA will allow PROPONENTS to replace an existing GPA fiber optic cable in a GPA Occupied Concrete Conduit and install a new fiber optic cable under the following conditions:

- The PROPONENT will provide and pay for all conduit modifications required by the PROPONENT.
- The PROPONENT will provide and pay for the interconnection to GPA facilities including spurs to facilities along the conduit route as negotiated.
- GPA is responsible for the lighting of the fiber at its facilities.
- PROPONENT is responsible for repairing any fiber cable break in a timely manner as negotiated with the PROPONENT.
- PROPONENT will maximize the use of the conduit for fiber such by providing and installing rigid or fabric inner duct or mesh duct product.
- Since GPA has standardized on 96-fiber strand single mode fiber cables, PROPONENT will provide GPA 96 strands for GPA's use.
- The PROPONENT will ensure that and pay for/provide alternative services for existing GPA communications dependent on the existing fiber optic cable that is being replaced will not be unduly interrupted.

GPA may work with a consortium of Carriers in this scenario.

4.6.3.2 PROPONENT Installs Fiber in Occupied Fiber

GPA will allow PROPONENTS to install additional fiber optic cable in GPA Occupied Concrete Conduit with existing fiber optic under the following conditions:

- The PROPONENT will provide and pay for all conduit modifications required by the PROPONENT.
- The PROPONENT will provide and pay for the interconnection to GPA facilities including spurs to facilities along the conduit route as negotiated.
- GPA is responsible for the lighting of the fiber at its facilities.
- PROPONENT is responsible for repairing any fiber cable break in a timely manner as negotiated with the PROPONENT.
- PROPONENT will maximize the use of the conduit for fiber such by providing and installing rigid or fabric inner duct or mesh duct product.
- The PROPONENT will ensure that and pay for/provide alternative services for existing GPA communications dependent on the existing fiber optic cable that is being replaced will not be unduly interrupted.
- The Fiber Swap exchange value for this scenario is:
 - A-Grade Construction Quality 30 fiber strands of equal length to the installed fiber optic cable, OR
 - B-Grade Construction Quality 90 fiber strands of equal length to the installed fiber optic cable, OR
 - C-Grade Construction Quality 174 fiber strands of equal length to the installed fiber optic cable, OR

GPA may work with a consortium of Carriers in this scenario.

4.7 Examples

This section provides some General Examples for this Fiber Swap Engagement. The examples may not be comprehensive to account for every scenario. For new scenarios or other scenarios not covered, GPA will negotiate with the individual successful PROPONENTS separately as the need and situation requires.

Example 1:

A 1000-foot GPA A-Grade Construction fiber strand can be swapped for at least 3000 feet of PROPONENT B-Grade Construction fiber. The swapped fiber may be contiguous or several strands as determined by mutual agreement between GPA and the PROPONENT.

A 1000-foot GPA A-Grade Construction fiber strand can be swapped for at least 5798 feet of PROPONENT C-Grade Construction fiber. The swapped fiber may be contiguous or several strands as determined by mutual agreement between GPA and the PROPONENT.

A 1000-foot GPA B-Grade Construction fiber strand can be swapped for at least 1933 feet of PROPONENT C-Grade Construction fiber. The swapped fiber may be contiguous or several strands as determined by mutual agreement between GPA and the PROPONENT.

Section 5: Evaluation Of Proposals

5.1 Qualifications 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 (3) 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 its experience as outlined under Section 4 of this RFP. PROPONENT shall also state that they accept and comply with sections 4.1 through and including 4.7.

Section 5: PROPONENT is required to provide detailed description and supporting documentation illustrating knowledge of and expertise related to the work described in Section 4.3. 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 developing and executing fiber swaps with federal (on Guam) or local government or other Guam telecommunication carriers.

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:

- Fiber installation/construction
- Fiber Plant O&M
- Fiber Provision to Clients/Customers.

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.). PROPONENTS may provide descriptions of in-house Fiber Projects that have been successfully completed in lieu of a Client Reference.

5.2 Fiber Swap Proposal

The Fiber Swap Proposal will be requested from the successful proponents after completion of evaluation. GPA will be executing the scope of this work as individual project scopes of work for which the successful proponents and GPA will negotiate the final fiber swap scope.

5.3 Confidentiality of Information

This Request for Proposal (RFP) contains confidential and proprietary information that will be used for the sole purpose of permitting the Proponent to respond to the RFP. The Proponent agrees to maintain such information in confidence and not to copy nor disclose this information to any person outside the group directly responsible for responding to its contents. The contents of this document may not be used for any purpose other than preparation of a response to this RFP.

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

This section details 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 3900 are deemed acceptable. Proposals scoring below 3900 are deemed unacceptable.

If an evaluator determines that a proposal is not acceptable, then that proposal cannot be evaluated in step 2. 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. 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. The committee may elect to negotiate with PROPONENTS of all acceptable proposals and use the results of Step 2 for engaging negotiations with the PROPONENTS in their step 2 order.

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 1 QUALIFICATIONS SCORING:

| Qualifications Proposal Section | Proposal Requirement | Yes/No | Max Score | Score |
|---------------------------------|---|--------|-----------|----------|
| | Answer Yes or No to dicatc PROPONENT Complies with Proposal Requirement | | | |
| 1 | PROPONENT provided a copy of its Articles of Incorporation, or other applicable forms concerning business organization (partnership, sole proprietorship, etc.) and By-Laws; PROPONENT included Certificate of Good Standing (Business License) to conduct business in jurisdiction of residence, or any other similar document. | | 100 | |
| 2 | PROPONENT provided 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 (3) years, and should have been reviewed or audited by a qualified firm. | | 100 | |
| | Is PROPONENT in good financial standing for performance and completion of the work required? | | 100 | |
| 3 | PROPONENT submitted all affidavits and other legal documents required by GPA's Procurement Division. | | 100 | |
| | Sections 1 to through 3 Score | | | 0 |
| | PROPONENT provided detailed descriptions and supporting documentation illustrating and supplementing its experience as outlined under Section 4 of this RFP. | | 100 | |
| | Minimum Qualifications: Not meeting these qualifications is grounds for automatic disqualification. | | | |
| | PROPONENT is one or more of the following | | | |
| | PUC Registered Telecommunications Carrier | | 1000 | |
| | Federal Government Agency | | | |
| | Local Government Agency | | | |
| | PROPONENT owns fiber outright within 1000' of a GPA identified location (GPA Fiber Swap Matrix Table 4-3) | | 1000 | |
| | RFP Compliance: Agreement to Comply with RFP Requirement is scored at 100 points; Non-agreement is scored zero (0) points. | | | |
| 4 | PROPONENT will comply to requirements under sections: | | | |
| | 4.1 SCOPE of Work | | 100 | |
| | 4.1.1 Introduction | | 100 | |
| | 4.1.2 General Scope of Work | | 100 | |
| | 4.3 Qualifications Required | | 100 | |
| | 4.4 Standard of Work | | 100 | |
| | 4.5 Fiber Swap Engagement Rules | | 100 | |
| | 4.6 Conduit Swap Engagement Rules | | 100 | |
| | 4.6.2 Empty Concrete Conduit | | 100 | |
| | 4.6.3 Occupied Concrete Conduit | | 100 | |
| | 4.6.3.1 PROPONENT Replaces Existing Fiber Optic Cable in a GPA Concrete Conduit | | 100 | |
| | 4.6.3.2 PROPONENT Installs Fiber in Occupied Fiber | | 100 | |
| | 4.7 Examples | | 100 | |
| | Section 4 Score | | | 0 |
| 5 | PROPONENT is required to provide detailed description and supporting documentation illustrating knowledge of and expertise related to the work described in Section 4.3. 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 | | 100 | |
| 6 | PROPONENT has Experience/expertise in developing and executing fiber swaps with federal (on Guam) or local government or other Guam telecommunication carriers. | | 100 | |
| 7 | PROPONENT's Project Approach for completing the scope of work is acceptable. | | 100 | |
| 8 | PROPONENT's Proposed Project Team description with organizational chart, team member roles, qualifications, and experience is acceptable | | 100 | |
| 9 | Are Client References acceptable? | | 100 | |
| | Sections 5 through 9 Score | | | 0 |

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

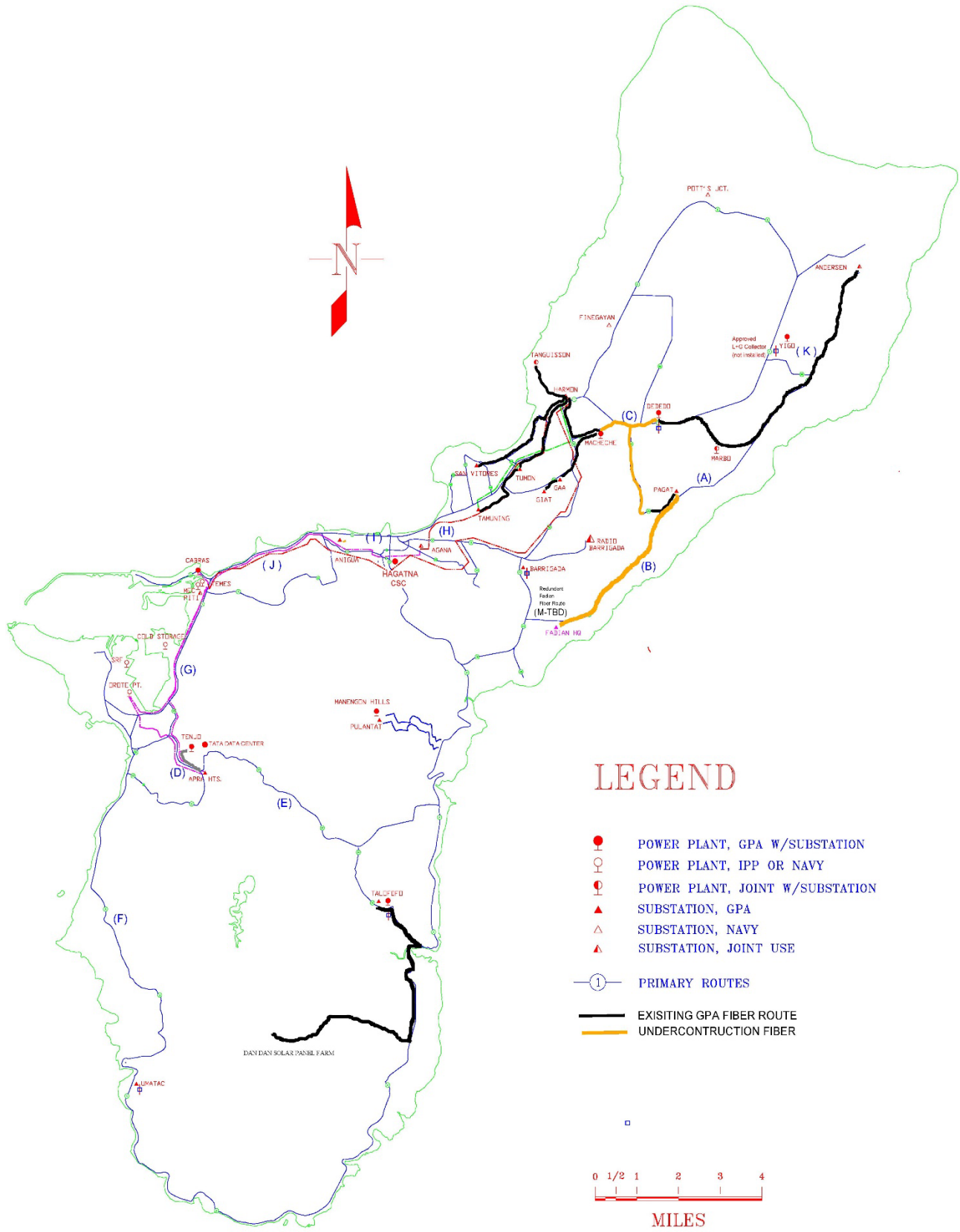
Step Two Score Sheet

| PROPONENT | Evaluator Ranking (1 = 5 pts, 2 = 3 pts, 3 = 1 pt) | | | | | | | | | | Total Proponent Points |
|-----------|--|--------|------|--------|------|--------|------|--------|------|--------|------------------------|
| | A | | B | | C | | D | | E | | |
| | Rank | Points | Rank | Points | Rank | Points | Rank | Points | Rank | Points | |
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If there is a tie, the Evaluation Committee Chairman breaks the tie choosing among the top score tied PROPONENTS.

| | | | |
|-------|------------|-----------------------|---|
| | Date _____ | Tie Breaker Selection | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| _____ | Date _____ | _____ | Date _____ |
| _____ | Date _____ | _____ | Date _____ |

APPENDIX B: GPA FIBER FACILITIES PLANNED OR UNDERCONSTRUCTION



LEGEND

- POWER PLANT, GPA W/SUBSTATION
- POWER PLANT, IPP OR NAVY
- ◐ POWER PLANT, JOINT W/SUBSTATION
- ▲ SUBSTATION, GPA
- △ SUBSTATION, NAVY
- ▲ SUBSTATION, JOINT USE
- ① PRIMARY ROUTES
- EXISTING GPA FIBER ROUTE
- UNDERCONSTRUCTION FIBER



APPENDIX C: PHASE II PLANNED FIBER FACILITIES

