



JOSEPH T. DUENAS Chairman

JOHN M. BENAVENTE, P.E. General Manager

Bidder Representative's Signature

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

			reiephone Nos. (o	77 17 040	000 1/00 01 1 0031		1) 040 3103	
Acco	<u>untability</u>	•	Impartiality	•	Competence	•	Openness	· Value
		E-BID (IFB) NO.:						
DESC	CRIPTION:		Tenjo Vista Fire	Alarm/Su	ppression Repair	r & Certify	/ Contract	
to asc	certain that all o	d to read the Sealed		d Instruc	tions, and Genera	al Terms a		s attached to the IFB original, in duplicate,
(XX)		ITEE (15%) May be 1 on the General Te		3				
	b. c.	made out to the nan Letter of Credit or Surety Bond – Valid 1. Current Certifica 2. Power of Attorna	me of the Bidder.) only if accompanie te of Authority issue ey issued by the Su	d by: led by the lirety to th	e Insurance Comi ne Resident Gene	missionei eral Agen	r; t;	nds will be ONLY be
()	STATEMENT	OF QUALIFICATIO	N;					
()	SAMPLES;							
()	BROCHURES	S/DESCRIPTIVE LIT	ERATURE; (Shall _I	provide d	etailed literature	on items	offered)	
(XX)	AFFIDAVIT C	F DISCLOSURE OF	MAJOR SHAREH	OLDERS	S ;			
(XX)	NON-COLLU	SION AFFIDAVIT;						
(XX)	NO GRATUIT	TIES OR KICKBACK	S AFFIDAVIT;					
(XX)	ETHICAL STA	ANDARDS AFFIDAV	IT;					
(XX)	WAGE DETE	RMINATION AFFIDA	AVIT;					
(XX)	RESTRICTIO	NS AGAINST SEX (OFFENDERS AFFI	DAVIT;				
Note:	a. b.	ffidavits must comply The affidavit must be Date of signature of First time affidavit m	signed within 60 c	lays of th	e date the bid is on the bid and the	notary d		e same. ginal can be obtained.
(XX)	A Guam Broot require contract w 04, 2007 ar successfu	nd Wage Determina I bidder must provider must be signed at ts will mean a disqua	de a proposal for the self- tion under the Self- de to GPA the model the self- and returned in the ballification and reject	this engannely with rvice Cost recenside envelopment of the control of the contro	n PL 26-111 date ntract Act (www tly issued Wage ope together with e bid.	a pre-cor d June 1 .wdol.go Determinent the bid.	ndition for ent 8, 2002, PL 28 v). Additional nation by the Failure to com	tering into a B-165 dated January Ily, upon award the US Dept. of Labor. ply with the above
	On this	day of presentative of der to prospective bid			2018, I,	aaksa	wylodgo roosin	t of this
	special remin	der to prospective bi	dders with the abov	/e referei	nced IFB.	ackno	wieuge recelp	נטו נוווא

INVITATION FOR BID

ISSUING OFFICE:

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

0 10				
	10/	9/18		
JOHN M. BENAVEN General Manager	TE, P.E. DATE	.,,,,		
	10/11/2018			
DATE ISSUED:	10/11/2018		RE-BID INVITATION NO.: GI	PA-092-18
BID FOR:	Tenjo Vista Fire A	larm/Suppre	ssion Repair & Certify Contract	
SPECIFICATION:	See Attached			
DESTINATION:	See Attached			÷9
REQUIRED DELIVER	RY DATE: <u>16 Weeks l</u>	Upon Issuan	ce of Notice to Proceed (NTP)	
	at our GPA/GWA Pro	curement Of	nesday, October 24, 201 fice, Room 101, 1 st Floor, Gloria o.	
CUT-OFF DATE FOR	RECEIPT OF QUES	STIONS: <u>5</u> :	00 P.M., Friday, Octob	er 26, 201
INSTRUCTIONS TO INDICATE WHETHER		AL	PARTNERSHIPCOF	RPORATION
INCORPORATED IN:				
		to the issuing o	ffice above no later than (Time) 2:3	0 P.M.
			ed. Bid submitted after the time and d d Sealed Bid Solicitation for details.	
shall be rejected. See attached The undersigned offers are the respective items listed expense of the Governme	ached General Terms and agrees to furnish within on the schedule provided int in opening, tabulating, his bid remain firm and irr	the time speci d, unless otherwand evaluating evocable within	ed. Bid submitted after the time and d	ate specified about ice stated opposi eration to the rations, the
shall be rejected. See atta The undersigned offers ar the respective items listed expense of the Governme undersigned agrees that the	ached General Terms and agrees to furnish within on the schedule provided in the provided in the properties of the provided in the properties of the items which prices.	the time speci d, unless otherwand evaluating evocable withings are quoted.	ed. Bid submitted after the time and d d Sealed Bid Solicitation for details. fied, the articles and services at the privise specified by the bidder. In conside this and other bids, and other conside	ate specified abo ice stated opposi eration to the rations, the
shall be rejected. See atta The undersigned offers ar the respective items listed expense of the Governme undersigned agrees that to opening to supply any or a	ached General Terms and agrees to furnish within on the schedule provided int in opening, tabulating, his bid remain firm and irrall of the items which price OF BIDDER:	the time speci d, unless otherwand evaluating evocable withings are quoted.	ed. Bid submitted after the time and d d Sealed Bid Solicitation for details. fied, the articles and services at the privise specified by the bidder. In consider this and other bids, and other considerone hundred twenty (120) calendar distributed and articles.	ate specified abo ice stated opposi eration to the rations, the
shall be rejected. See atta The undersigned offers ar the respective items listed expense of the Governme undersigned agrees that to opening to supply any or a NAME AND ADDRESS	ached General Terms and agrees to furnish within on the schedule provided int in opening, tabulating, his bid remain firm and irrall of the items which price OF BIDDER:	d Conditions and the time speci d, unless otherwand evaluating evocable withing es are quoted. SIGNA	ed. Bid submitted after the time and d d Sealed Bid Solicitation for details. fied, the articles and services at the privise specified by the bidder. In consider this and other bids, and other considerone hundred twenty (120) calendar distributed and articles.	ate specified abo ice stated opposi eration to the rations, the ays from the date
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shall be rejected. See atta The undersigned offers ar the respective items listed expense of the Governme undersigned agrees that to opening to supply any or a NAME AND ADDRESS AWARD: CONTRACT	ached General Terms and agrees to furnish within on the schedule provided int in opening, tabulating, his bid remain firm and irrall of the items which price OF BIDDER:	the time special, unless otherwand evaluating evocable withing are quoted. SIGNAUTH	ed. Bid submitted after the time and d d Sealed Bid Solicitation for details. fied, the articles and services at the privise specified by the bidder. In conside this and other bids, and other conside one hundred twenty (120) calendar distributed and the services and the services at the privise specified by the bidder. In consideration one hundred twenty (120) calendar distributed and the services are services and the services and the services and the services are services and the services are services and the services and the services are services at the privilege and the services are services at the privilege and the services are services and services are services are services and services are services are services and services are services and services are services are services and services are services are services are services.	ate specified about the stated opposite eration to the rations, the ays from the date

INVITATION FOR RE-BID NO.: GPA-092-18

Requisition No.: 31887

NO.		DESCRIPTION	QTY.	U/I		U/P:	T/P:
1.0		To provide the Guam Power Authority, Facilities Division with Replacement,		Lot	\$		\$
		Repair, Inspection, and Certification of the existing Fire Alarm System to					
		include Water Suppression, Gas Suppression, and Foam located at the					
		Tenjo Vista Diesel Plant, Santa Rita, Guam.					
		SCOPE OF WORK:					
A.		Fire Alarm System:				COMPLY / N	ON-COMPLIANT:
		Fire Alarm Control Panel					
	A .1	Inspect Fire Alarm System.					
	A .2	Assess System, service, repair and/or replace ALL devices associated with					
		fire alarm system: detectors, pull stations, batteries, annunciators, horns,					
		strobes and other components found to be defective.					
	A .3	Test and certify system. Final inspection to be performed by the Guam Fire					
		Department to comply with all fire codes of the National Fire Protection Association (NFPA).					
	ΔΛ	To provide GPA with all documents signifying compliance of all					
	7.7	inspections and certifications.					
		moposition and continuations.					
B.		Fire Sprinkler System:				COMPLY / N	ON-COMPLIANT:
	B.1	Assess System, service, repair and/or replace ALL components associated					
		with the fire sprinkler system: piping, fittings, sprinkler heads and supports.					
	B.2	Inspect system supply risers and components, replace as needed.					
	B.3	Perform leak and flow tests.					
	B.4	Test and certify system. Final inspection to be performed by the Guam Fire					
		Department to comply with all fire codes of the National Fire Protection					
		Association (NFPA).					
	B.5	To provide GPA with all documents signifying compliance of all					
		inspections and certifications.					
	B.6	Inspect Fire Sprinkler System.					
		Existing System:					
		Reference Mfr.: GE EST Quick Start					
C.		FM-200 System:				COMPLY / N	ION-COMPLIANT:
		Suppression Control Panel					
	C.1	Inspect FM-200 System.					
	C.2	Assess System, service, repair and/or replace ALL devices: nozzles,					
		detectors, alarms, strobes, fittings, horns, and supports.					
	C.3	Verify system pressure, weight and tag of all FM-200. To ensure normal					
		function, refill and replace components and agent as needed.					
	C.4	Test and certify system. Final inspection to be performed by the Guam Fire					
		Department to comply with all fire codes of the National Fire Protection					
		Association (NFPA).					
	C.5	To provide GPA with all documents signifying compliance of all inspections			_		
		and certifications.					
		E inflore O others					
		Existing System:					
		Reference Mfr.: FCI, Fire Control Instruments					

INVITATION FOR RE-BID NO.: GPA-092-18

Requisition No.: 31887

NO.		DESCRIPTION	QTY. U/I	U/P:	T/P:
D.		Fire Foam System:		COMPLY /	NON-COMPLIANT:
ъ.		Foam Releasing Panel		COMILIT	NON-COMI LIANT.
		Foam Pump Controller			
	D.1	Inspect Fire Foam System.			
		Assess System, service, repair and/or replace ALL devices: piping, fittings	- S.		
		hoses, nozzles, and supports. Replace all defective components as need	**************************************		
	D.3	Check foam pump controller for proper operation, replace components	-		
		as needed.			
	D.4	Remove, discard all old foam agents. Flush out system, all lines.			
		Refill foam agent.	-		
		Test entire system without foam dump. Make corrections to ensure	-		
		proper operation.			
	D.7	Test and certify system. Final inspection to be performed by the Guam Fin	re		
		Department to comply with all fire codes of the National Fire Protection			
		Association (NFPA).			
	D.8	To provide GPA with all documents signifying compliance of all			
		inspections and certifications.			
		Existing System:			
		Reference Mfr.: Potter PFC Series 4410 RC			
		Reference Mfr.: Fire Tool FTA 1000-BM07B			
		Reference Will. The Tool Titl Tool Billion			
		COMPLETION TIME:	SPECIFICA	TIONS GENERAT	ED/REVIEWED BY:
		16 Weeks Upon Issuance of Notice to Proceed (NTP)	1. //		//
			nes		10/09/18
		NOTE:	Mark Pange	linan	Date
		Not withstanding the fact that this contract was written by one (1) party,	Building Mai	ntenance Supervi	sor
		it will be construed that it was written by two (2) parties.			
			SPECIFICA	TIONS CONCUR	RED BY:
		TO BE COMPLETED BY BIDDER:	0	4	1116
				The same of the sa	10/9/18
		TIME OF COMPLETION AFTER RECEIPT	Jerald Guzn	nan	Date
		OF PURCHASE ORDER (ARO):	Facilities Ma	anager	
			SPECIFICA	TIONS APPROVE	ED BY:
			leud	Palynes	10/8/18
			Melinda C. N	()	Date
				eneral Manager of	Operations

Page 5 of 42

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Q		P.O.	BOX 2977,	P.O. BOX 2977, AGANA, GUAM USA 96910	AM USA 9	6910
		COVERNO NO.	UPGRADE OF	UPGRADE OF FIRE PROTECTION AND SMOKE ALAR	AND NOIL	OKE ALAR
BME & SONS INC.		CHOICE	SYSTEMS /	SYSTEMS AT TENJO VISTA DIESEL POWER PLAN	'A DIESEL PC	WER PLAN
ENERAL CONTRACTOR & EQUIPMENT RENTAL		Centers	40	JEBN CONSTRUCTION	NOTES LEGEND	
TOTAL CONTROL THE PROPERTY OF		02030		SYMBOLS AND ABBREVIATIONS	BREVIATIONS	
	I HORDIY CORTEY THAT THE PLAN	ENGNESS SUPERVISOR PERRY B. TALABOC	300	100005	Nacies SA	9467 2 or 22
		JONEN G. ACOSTA, P.E.	BATE .	CONDUL MANGER JOAQUIN C. FLORES, P.E.	P.E.	WE

SNS	DESCRIPTION	GATE POST (GP) GUAM GEODETIC NETWORK GUAM WATERWORKS AUTHORITY GGN STATION	GUY WIRE (GW) INTERSECTION INVERT HORIZONTAL	MAN HOLE (MH) LIGHT POST MAXIMUM MECHANICAL	MINIMUM NETH NORTH POST POLE ON CENTER	RADIUS SEWER LINE SEWER MANHOLE (SMH) SLOPE SOUTH SOUTH	PRICE. WATERUNE, ENSTING WATERUNE, RAW WATER WATER (WA) WATER VALVE (W) WATER PRICE (WE) PRICE (WE) PRICE (WE) VESTICAL
AND ABBREVIATION	ABBREVIATION/ SYMBOLS	o gen ⊗ & &	INT. INV. HORIZ.	-	Mily. S N G O	R /St. 	N
LEGEND, SYMBOLS, AND ABBREVIATIONS	DESCRIPTION	ASPHALTIC CONCRETE BEGIN CURVE BOTTOM OF SIDEMALK CENTERLINE	CHORD BEARING CHORD DISTANCE CONCRETE	COCONUT / PALM TREE CONCRETE PAD CONCRETE POWER POLE (CPP) CONTINUOS	COMBUSTION TURBINE DEFLECTION ANGLE DRAWINGS DESCRIPTION	DIAMETER EAST ELEVATIONS END CURVE EXISTING EXISTING GRADE FIRE INF	EXISTING CONTOUR LINE FINNSED CONTOUR LINE FINISHED ELEVATION FINISHED FLOOR ELEVATION FINISHED FLOOR ELEVATION FOREWAIN GATE
	ABBREVIATION/ SYMBOLS	A.C. BC BSW 6	CHB CHD CONC.	* □ ∮ kg	COM CT DWGS.	EL_FELS. EC EC (E)/EXIST. EG	868 * * * * * * * * *

GENERAL CONSTRUCTION NOTES:

OBSERVE & COMPLY WITH ALL FEDERAL AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF PUBLIC HEALTH, SAFETY & ENVIRONMENTAL QUALITY.

2. ALI DEBRIS AND TRASH FROM CONSTRUCTION SHALL BE DISPOSED OF TO THE APPROVED LANDHLY SITE AND THE CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS PERTAMING TO THE USE OF DISPOSAL AREA.

WIGHER COMECIDINS OF NEW INTIRES TO POSSING UNLIES ARE SHOWN TO DO COME IS CONTRICATED SAIL EACH TO COMECIDING ON REPRY EACH OF THE CANADA MACHINA, LOCAINA PRORY TO EXCLANINE FOR THE COMPACITION OF REPRY THAN ACTION, LOCAINA PRORY TO EXCLANINE FOR THE POSSING ONLINE FOR THE WIGHT LINES. TO CONTRICATE ON THE POSSING ONLY ACTION OF THE CONTRICATE SAIL MORTH CONTRICATE ON THE RESPONSIBLE FOR SCHOOL THAN ACTION OF THE RESPONSIBLE FOR SCHOOL THAN THE MOCKANICA OF THE RESPONSIBLE FOR SCHOOL THAN THE MOCKANICA ONLY THE RESPONSIBLE FOR SCHOOL THAN THE MOCKANICA OF THE RESPONSIBLE FOR SCHOOL THAN THE MOCKANICA OF THE MO

PRIOR TO COMMENCING EXCAVATION, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER. THE CONTRACTOR SHALL COORDINATE BE RESPONSIBLE AND PAY FOR ALL DMARGES TO EXCEINED UTULITIES AND STRUCTURES. PERSONAL INLIPY RESULTING FROM CONTACT WITH EXISTING UTULITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

EXISTING UTILITES SHALL REDANN IN SERVICE AND IN PLACE, UNLESS NOTED OFFENCE SHALL BE KEPT TO A MINULM AND SHALL BE DONE AT THE CONTRACTOR'S EXPENSE AND ONLY WITH THE APPROVAL OF THE CONTRACTING OFFICER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY SHEETING AND BEAACHE THE CONVINTON AND STSTALLICKON FOR STSTING ROSION FOR PROVIDE SHE AND SECURE FROM POTENTIAL SLOWE, CAVE—NS, SETTILBURIT, AND TO SUPPORT EXISTING STRUCTURES, POMER/TELEHONE POLES, AND OTHER FACILITIES.

FINISHED GRADES INDICATED ARE INCLUSIVE OF TOP SOIL (IF ANY).

VERIFY & CHECK ALL DIMENSIONS & BETALS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCY SHALL BE IMMEDIATELY REPORTED TO THE CONTRACTING OFFICER FOR CLARFICATIONS AND RESOLUTIONS.

10. THE CONTRACTOR SHALL PROVIDE SAFE ACCESS TO AND FROM ALL DRIVEWAYS AND STREETS NEAR THE PROJECT SITE. 11. RESTORE TO THEIR ORIGINAL COMDITION EQUAL OR BETTER, ALL EMSTING MEMORATERIS, INCLUDING PARLEMENTS, DEMANGED AS A RESULT OF CONSTRUCTION ACTIVITIES, INCLUDING PARLEMENTS, DEMANGENTS, CHRESS, SIGNS, LANDSCAPING, STRUCTURES, UTLUTES, FRACES, ETC.

12. WEN EXCAVATING NEAR EXISTING UTILITY POLES OR STRUCTURES. THE CONTRACTOR SHALL BE REPONDED.E. FOR SECURIORS DURING CONSTRUCTION AND MAKE REPAIRS TO ANY DAMAGES RESULTING FROM CONTRACTORS OPERATION.

13. PROPERTY CORNERS AND ROJOD MONIMENTS SHOWN ON THE PLANS OR DISCOVERED DURBNIC CONSTRUCTION VALLE PRESENCED AND NOT THE DESTRUCTIONED. VACAL, IF THE CONTRACTOR DISCINGED ANY OF THESE MARKES OR MONIMENTS, THEY SHALL BE FEDHED AND RESTORED TO THEN ORIGINAL AND BETTER CONDITION AT NO ADDITIONAL COST TO THE GPA.

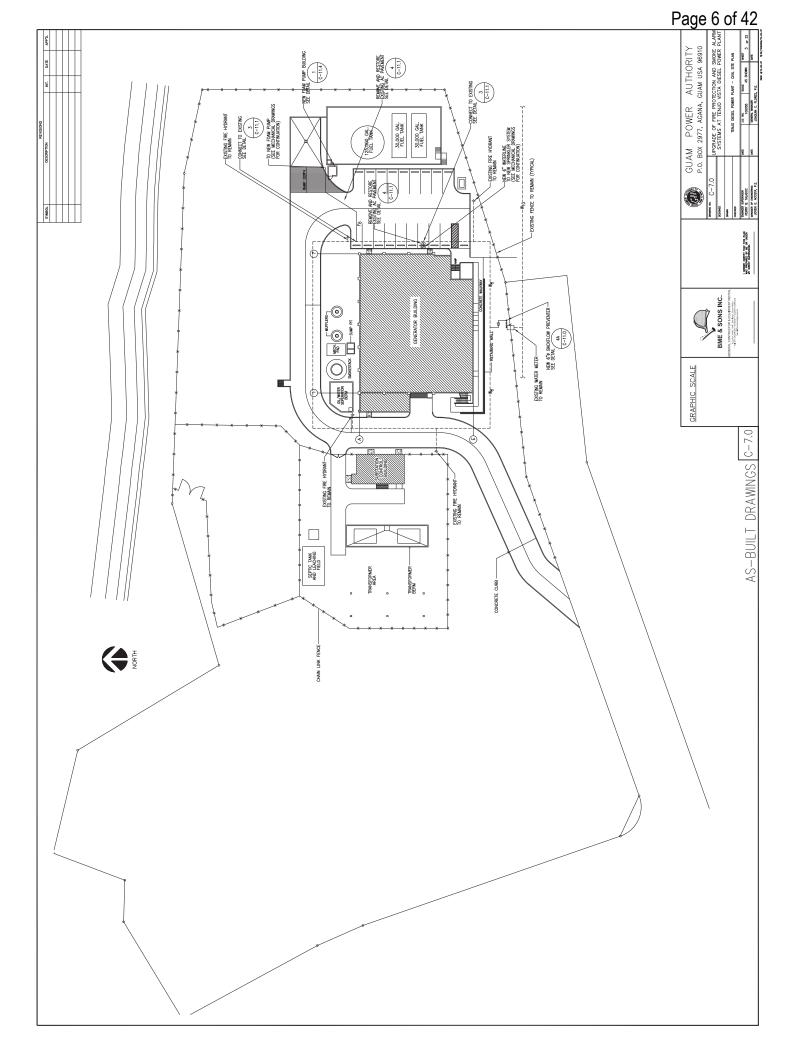
14. THE CONTRACTOR MUST SECURE UNDERGROUND TREPHONE CABLE CLEARANCE PRIOR TO ANY EXCAVATION, ANY REPAIRS TO SAMED TREPHONE CABLE FACILIES OR RELOCATION OF THE SAME, SHALL BE BORNE IF THE COME, OSST TO GITA.

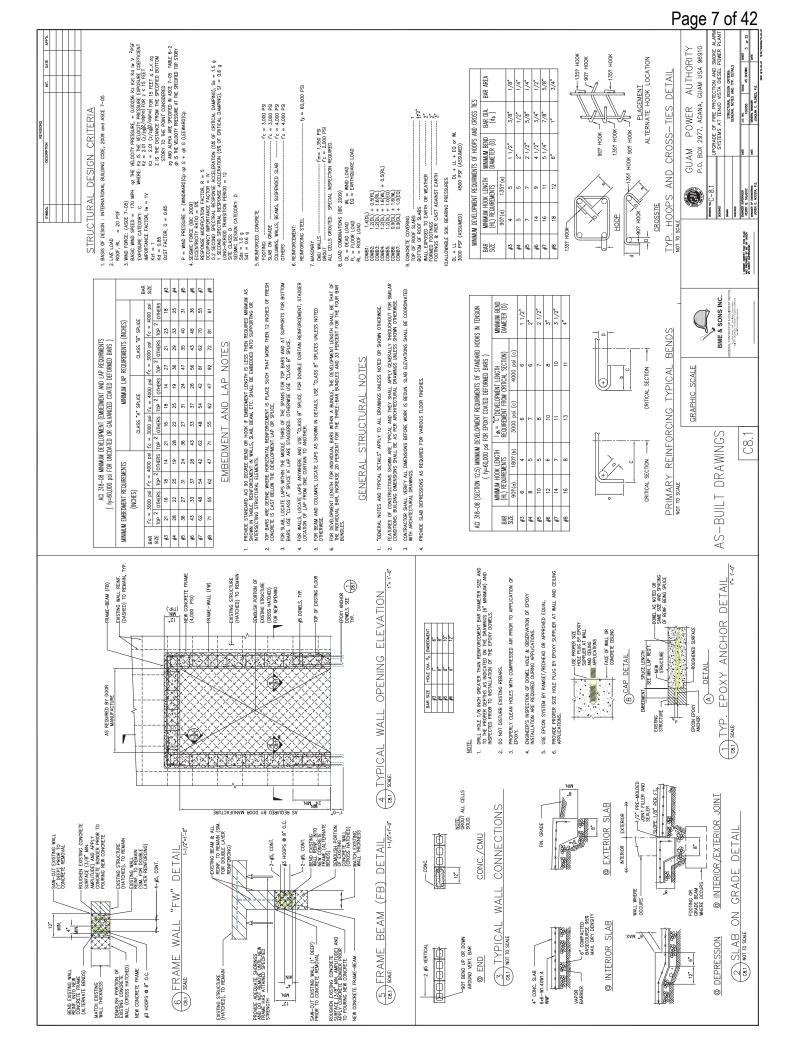
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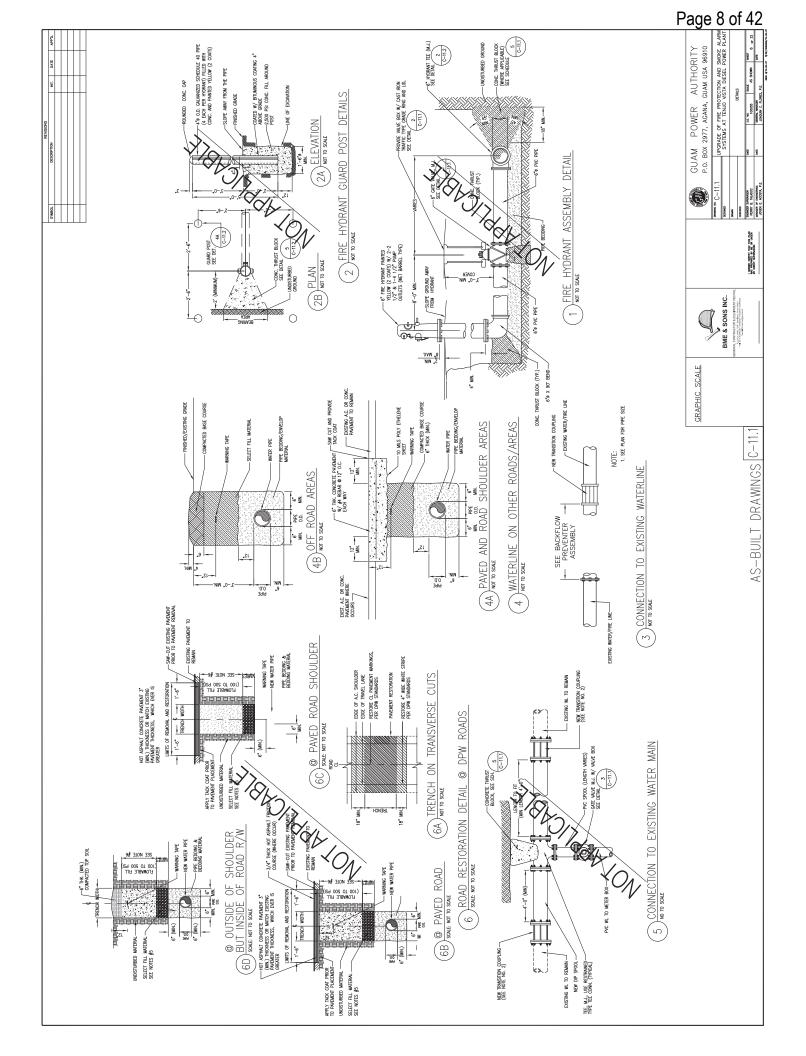
IS, REM I, GAUGO, JAEGS, MAD, ARGAS, DOSTUBEDD DIRANG, CONSTRUCTON, SALLL, EF PROVINCED, WITH 14". THICK YOU AND HAN THEN WEST STATES AT THE STATE COORDINATE WITH THE CONSTRUCTION OF STATES AT THE STATE COORDINATE WITH THE CONSTRUCTION SHOULD WEST OF STATES OF PARAMENS TO RESIDE. THE COUNTRICTION SHOULD RESPONSE THE YOUNG THE DESIDENCE OF SALLLA REMOVED, ASSESSMENT, THE STATES AT THE STATES AT THE STATES AT THE STATES.

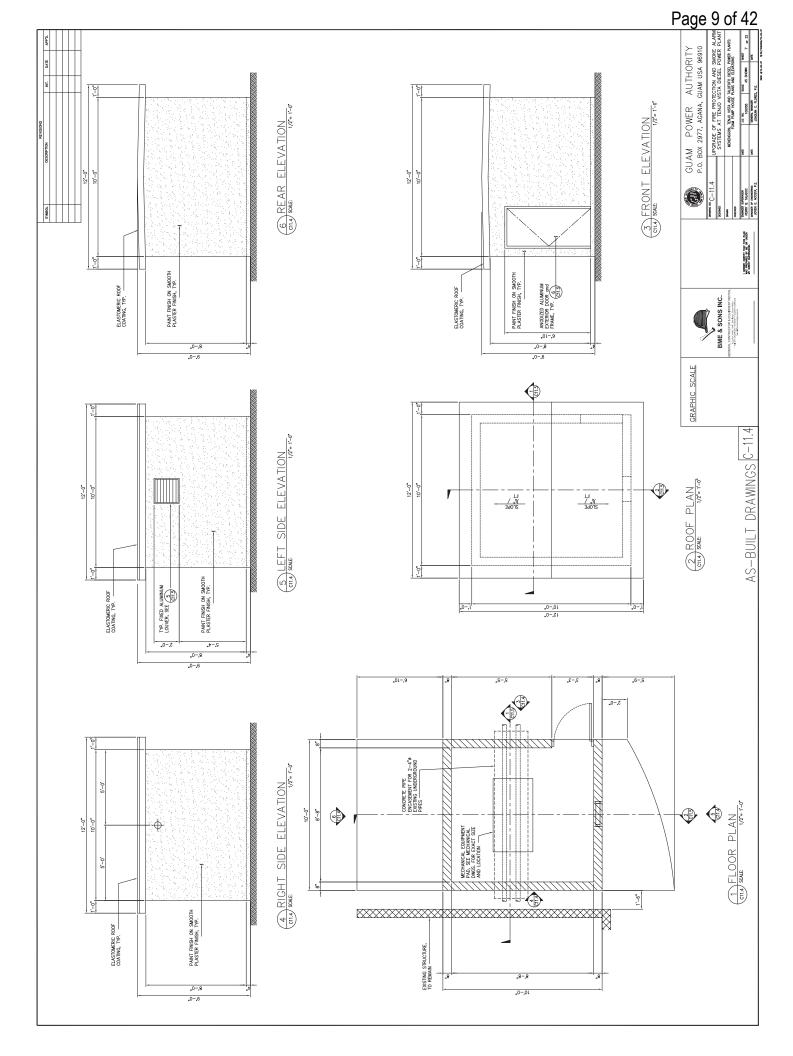
GRAPHIC SCALE

AS-BUILT DRAWINGS C-1.0









Page 10 of 42 PGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT | MARION INTO NOTA ARY FACOTOR DISSO, DONES PLANT:
| TOAM BLUDRO, SECTIONS, THE BLUDNO, SECTIONS
| AND LOOK & WANCOW LETHALS
| A NO. CORE & WANCOW LETHALS
| -FINISH GRADE WHERE OCCURS -FINISH GRADE WHERE OCCURS GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 (5) FIXED ALUMINUM LOUVER DETAIL (cr.s) wt to some (5A) ELEVATION (A) ELEVATION 6 DOOR DETAIL C11.5 NOT TO SCALE COLLIGION (TPP.)

1. M. TOR. STATE

1. M. TORE

1. M. MSDE INSIDE (6C) HEAD/JAMB HONORY COSTEY THAT THE PLAN ING PREPARED BY NE OR UNDER VY DRECT SJEENSECK. —7/8" DIA. STEEL BAR SPACE @ 6"0.C. W/ ALUM. TUBE —FIXED ALUMINUM LOUVER BLADES 3/8" DIA. EXPANSION BOLT ALUMINUM FRAME -CAULKING (TYP.) -ALUMINUM FRAME -FIXED ALUMINUM LOUVER BLADES (B) SILL CONCRETE ENTRY PRECAST CONCRETE 5C JAMB FINISH FLOOR BME & SONS INC. SDSILL SDSILL GRAPHIC SCALE 1/4" SLOPE AS-BUILT DRAWINGS C-11.5 TYP. FIXED ALUMINUM LOUVER, SEE (5) 4 SECTION (11.5) solds: 1/2"= 1'-0" FIRE BUILDING (MANENGCON DIESEL POWER PLANT "ONLY") 15'-4" 2'-8" 2) SECTION (C11.5) SCALE: 1/2"= 1'-0" TYP. FIXED ALUMINUM LOUVER, SEE (5) FOAM BUILDINGL "0-'8 EXISTING UNDERGROUND - PIPE W/ CONCRETE ENCASEMENT. 3 SECTION (C11.5) SCALE: 1/2"= 1'-0" JAMB, SEE 6 (11.5) SCALE: 1/2"= 1'-0" EXISTING 4" PIPE UNDERGROUND 19-1 N TYP. ALUMINUM DOORL "S-"8

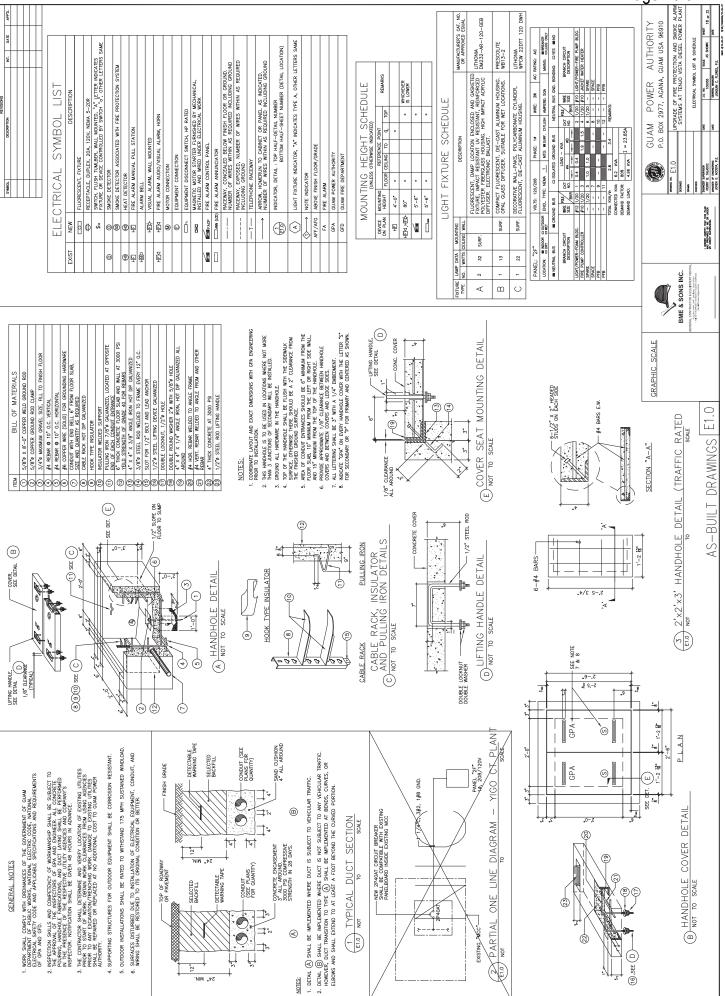
Page 11 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT 40. NO. 100.005 SHORN SHORT 9 or 22 ADMIN. WHATE ADMIN. C. FLORES, P.E. DATE TALOFOFO DESEL POWER PLANT: FOAM PUNP HOUSE: FOUNDATION, ROOF FRAMING PLAN AND SECTION GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 REQUIRED (WHERE OCCURS) LENGTH OF BARS (WHERE OCCURS) SLAB REINFORCING BOTTOM BAR BOTTOM MOST BAR TOP MOST BAR -HONORY COSTEY THAT THE PLAN ING PREPARED BY NE OR UNDER VY DRECT SJEENSECK. LEGEND:
WEI WALL FOOTING DESIGNATION
WEAT WALL DESIGNATION
RBI ROOF BEAM DESIGNATION BME & SONS INC. -3-#4 CONT. 2-#5 #3 @ 10° 0.C. GRAPHIC SCALE AS-BUILT DRAWINGS C-11.7 3 SECTION (C11.7) SCALE: 1/2"= 1'-0" ROOF FRAMING PLAN
(2) SOME 1/2"= 1'-0" EXISTING STRUCTURE TO REMAIN t= 6" -GYT "8--4" THICK SLAB ON GRADE W/#4 @ 12" O.C. EACHWAY (TO SUIT CURB AREA) EQUIPMENT PAD:
#5 @ 12" O.C. EACH WAY
@ 10P and BOTTOM (REFER
TO MECH'L. DWSS. FOR
EXACT SIZE OF PAD), TYP. -4" THICK SLAB ON GRADE W/#4 @ 12" O.C. EACHWAY (TO SUIT CURB AREA) 4" THICK SLAB ON GRADE W/#4 @ 12" 0.C. EACHWAY VAPOR BARRIER, TYP. 2-#5 CONT., TYP. (CIL) FOUNDATION PLAN (CIL) SOME $\begin{array}{c}
4 \\
\text{C11.7}
\end{array}
SCALE: 1/2'=1'-0'$ 0 띫 0 12" THK. COMPACTED BASE COURSE, TYP. 18 % JONIT FILER,
T'PP. CANALER,
WW REINF., T'P.
T'PP. CANAL SAMILE
TO THE SAMILE 2 #5 CONT. EXISTING STRUCTURE, TO REMAIN

Page 12 of 42 JPGRADE OF FIRE PROTECTION AND SMOKE ALARN SYSTEMS AT TENJO VISTA DIESEL POWER PLANT | 10, NS | 20, LE | 10, LE | 1 GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 (2) VALVE BOX FRAME & COVER DETAIL RENCH PLAN @ GATE VALVE (2A) PLAN NOT TO SCALE -1"x1/4" THK. ALUM. FLAT BAR ALL AROUND. WELD TO ANGLE BAR 7 3°x3° × 1/4° THK. ALUM, ANGLE BAR (1C) SECTION NOT TO SCALE -CAST IRON VALVE BOX FRAME AND COVER - D.I. SP00L (FE X PE) TWO OF 1/2's ALUM, LIFTING 3/4" SERVICE PORT HANDLE SPACE AT 1"-6" O.C. | 1-3/4"x2" GALV, JR (TPP, TO 3 COVERS). I HOREST CONTRY THAT THIS PLAN WAS PREMISED BY ME ON UNDER MY DIRECT SUPERIORS. 3/8"%;2" LONG ALUM. ANCHOR BOLT W/ EXPAN- SION SHIELD-BME & SONS INC. 6" THK. CMU W/ #4 VERT 6"
16" O.C., #4 HOR. 6 EVERT
TWO LAYERS, FILL ALL CELLS
W/ GROUT 3,000 PSI CONC. COLLAR (TYP.) 2-44 REBARS BOTH WAYS ON ALL FOUR SIDES 2500 PSI CONC. FOOTIN 8" # PVC STAND PIPE STANDARD CAST IRON VALVE BOX FRAME & COVER, SEE DETAIL ATE VALVE (MJ) FLOW
TO BACKFLOW
PREVENTER 3A) VALVE BOX @ OFF-ROAD AREAS NOT TO SOME GRAPHIC SCALE —TWO OF 1/2's ALUM. LIFTING HANDLE SPACE AT 1'-6" O.C. (TYP. TO 3 COVERS) SEE DETAIL

C-11.1 -TWO OF 1/2"¢ ALUM. LIFTING HANDLE SPACE AT 1"-6" O.C. (TYP. TO 3 COVERS) - GATE/SHUT-OFF VALVE (MJ X MJ) WITH VALVE BOX SEE DETAL C-11.1 ---13.75" DIA.---3'x3' SQUARE : METER W/ STRAINER, (FE X FE), JULT W/ GWA FOR METER TYPE) -12" DIA D.I. SPOOL (FE X MJ) WATER METER W/ STRAINER, (FE X FE), (CONSULT W/ GWA FOR METER TYPE) AS-BUILT DRAWINGS C-11.0 1A) @ EXISTING WATER LINE NOT 10 SCALE MATER METER DETAIL

MATER METER DETAIL 1B) @ NEW WATER LINE PIPE BEDDING VALVE BOX DETAIL 1-3/4" GLOVE VALVE. JALVE BOX @ ROAD AREAS NOT TO SCALE 1-3/4"x2" GALV. NIPPLE 1-3/4" GLOVE VALVE.—— TRANSTION COUPLING - STANDARD CAST IRON VALVE BOX FRAME & COVER, SEE DETAIL 3/4" SERVICE PORT INSTALL: 3/4" SERVICE PORT INSTALL: 1/4" THK. CHECKERED PLATE ALUMINUM (TYP. TP 360.)— 1/4" THK. CHECKERED PLATE ALUMINUM (TYP. TP 36a.)—— D.I. SPOOL (FE X PE) (TO BACKFLOW PREVENTER) D.I. SPOOL (FE X PE) (TO BACKFLOW PREVENTER)-D.I. SPOOL (FEXPE)-FLOW L FLOW NOTE: BACKELOW PREVENTER WAS TESTED BY CERTIFIED INSPECTOR PRIOR TO ACCEPTANCE BY GWA/GPA (SEE PLAN FOR SIZE) -WATER MAIN (SEE PLAN FOR SIZE) -1/4 BEND (MJ) (SEE PLAN FOR SIZE) 12" LONG SPOOL 4 REDUCED PRESSURE BACKFLOW PREVENTER DET. SPOOL FEAPE (SEE PLAN FOR SIZE) SPOOL (PEAFE) (SEE PLAN FOR SIZE) -6"ø x 12" FExFE SP00L D.I. FOR EXISTING WATER LINE AND NOT TO SCALE 1/4 BEND (MJ) (SEE PLAN FOR SIZE) 2. OWOPETE MATERIAL FOR THRUST BLOOKS SHALL BE 2,500 PS (MINAMUM).
2.00 PS (LITERAL DARF) BLOOKS SHALL BE 2,500 PS (LITERAL DARF).
2.00 PS (LITERAL DARF) BRESSING.
2.00 PS (LITERAL DARF).
3.00 PS FOR NEW WATER LINE (5) CONCRETE THRUST BLOCK SCHEDULE NOTE: BACKFLOW PREVENTER SHALL BE TESTED BY CERTIFIED INSPECTOR PRIOR TO ACCEPTANCE BY GWA. BEARING AREA
SEE TABLE
ABOVE
PLUG/CAP BEARING AREA OF CONC. THRUST BLOCKS MUST BE POURED AGAINS UNDISTURBED GROUND. SEE PLAN FOR SIZE) D.I. SPOOL (FE) (SEE PLAN FOR SIZE) (SEE PLAN FOR SIZE) 1/4 BEND (MJ/FE) (SEE PLAN FOR SIZE) 1/4 (90') BEND 1/8 (45') BEND 1/16 (22.50') BEND 1/32 (11.25') BEND TEF, GATE VALVE/PLUG 1/4 BEND (FEXFE) (SEE PLAN FOR SIZE) 1/4 BEND (FExFE) (SEE PLAN FOR SIZE) - WATER MAIN (SEE PLAN FOR SIZE) SEE PLAN FOR SIZE) 12" LONG SPOOL T FLOW FINISH GRADE-

Page 13 of 42



Page 14 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 TENJO VISTA DIESEL POWER PLANT – REMOVAL FIRE ALARM (3) TENJO VISTA DIESEL POWER PLANT - THIRD FLOOR REMOVAL FIRE ALARM PLAN (Et.) SOME 3/32"-1"-0" I HORDEY CORTEY THAT THE PLAN WE PREMATED BY ME OR UNDER MY DREET SUPERMERN. (a) ⊕-BME & SONS INC. **⊚**-GRAPHIC SCALE 10° 5° 0 10° SCALE: 3/32"=1'-0" AS-BUILT DRAWINGS | E7.1 € (1) TENJO VISTA DIESEL POWER PLANT — FIRST FLOOR REMOVAL FIRE ALARM PLAN (E1) SOME 3/32"=1"-0" (2) TENJO VISTA DIESEL POWER PLANT — SECOND FLOOR REMOVAL FIRE ALARM PLAN (F1) SOME 3/32"=1"-0" MODE YREITAS #L MANTDANCE ROOM 106 MOTOR CONTROL CONTOR TOR WELDING /STEAM CELANING AREA

Page 15 of 42 JPGRADE OF FIRE PROTECTION AND SMOKE ALARN SYSTEMS AT TENJO VISTA DIESEL POWER PLANT TENJO VISTA DIESEL POWER PLANT - NEW FIRE ALARM PLAN GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 (3) TENJO VISTA DIESEL POWER PLANT - THIRD FLOOR FIRE ALARM PLAN (Et.) SOME 3/32"-1"-0" I HORDEY CORTEY THAT THIS PLAN WAS PROMISED BY NO. OF UNDER MY DREET SUPPLIESON. (a) ⊕-BME & SONS INC. (e) GRAPHIC SCALE AS-BUILT DRAWINGS | E7.2 € (2) TENJO VISTA DIESEL POWER PLANT — SECOND FLOOR FIRE ALARM PLAN (F72) SOME 3/32"-1"-0" TENJO VISTA DIESEL POWER PLANT – FIRST FLOOR FIRE ALARM PLAN (Et.) SOME 3/32"-1"-0" AS DIIII MODE YREITAS SWTCHOEAR ROOM 106 OFFICE COPPLICE 2008 MANTDIANCE ROOM 106 WELDING /STEAM CELANING AREA GRAPHIC REMOTI ANNUNCIATOR

Page 16 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT tenjo vista diesel pomer plant — riser diagram & fire Alarim matrix table GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 10.00 894E AS SHORN SHORN ONE 22 ODENN WHERE AND SHORN ONE 2) TENJO VISTA DIESEL POWER PLANT – FIRE ALARM MATRIX TABLE (F.3) NOT 10 SOME 0 0 0 0 0 000 0 0 0 0 0 • 0 I HORDEY CORTEY THAT THE PLAN WE PREMATED BY ME OR UNDER MY DREET SUPERMERN. DUCT SMOKE DETECTOR (FIRE/SMOKE DAMPER) BME & SONS INC. SMOKE DETECTOR, HEAT DETECTOR ELEVATOR SHAFT HEAT DETECTOR ELEVATOR PIT HEAT DETECTOR ELEVATOR LOBBY
SMOKE DETECTOR
ELEVATOR MACHINE ROOM
SMOKE DETECTOR
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MANUAL PULL STATION ANY TROUBLE CONDITION WATER FLOW SWITCH SPRINKLER PRESSURE SWITCH TAMPER SWITCH GRAPHIC SCALE AS-BUILT DRAWINGS | E7.3 MACHINE ROOM - ELEVATOR CONTROLLER (P) ₽ EXISTING PANEL INSIDE SWITCHGEAR ROOM ELEVATOR (0 LOBBY %"C TO EXISTING TELEPHONE CABINET FOR REMOTE REPORTING FM200 FIRE SUPPRESSION SYSTEM ZONE 3 (⊗ TO ELEVATOR CONTROLLER PRINTER 0-0-0-0-0-0-0 **-**₽**--**₽ P-\$ Lģ **=**₽**−**₽ <u></u> L_® 2ND FLOOR 1ST FLOOR 3RD_FLOOR

Page 17 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 -#14 AWG, FAS DATA LINE SEE (1) E7.0 SCALE 1/4"=1"-0" (3) I HORDEN CORTEY THAT THE PLAN NG MEDINED BY NE OR HOLD! NY DRECT SUPERVISION. -FOAM PUMP, 5HP, 460V, 3¢ -12"x12"x6" STAINLESS STEEL PULLBOX (NEMA 4X) 3P3OA NFS 600V, NEMA 1 8"x8" x6" STAINLESS STEEL PULLBOX (NEMA 4X) —1"C, 3#4, 1#6 GND. ♦ TO PANEL "4AN" AND 1"C, 2#4, 1#6 TO PANEL "2E2", CIRCUIT 31 MOUNT CONDUITS ON WALL EXTERIOR FACE OF CONCRETE CONTROLLER (UNDER MECH. WORK) EXISTING LIGHT POLE (TYP. OF 2) BME & SONS INC. — 8"x8" X6" STANLESS STEEL PULLBOX (NEWA 4X)
—12"x12"x6" STANLESS STEEL PULLBOX (NEWA 4X) GRAPHIC SCALE 30,000 GAL FUEL TANK 30,000 GAL FUEL TANK AS-BUILT DRAWINGS E7.0 (1) TENJO VISTA DIESEL POWER PLANT – ELECTRICAL SITE PLAN (27) SOME 6'x8' x6" stainless steel Pullbox (Nema 4x) GENERATOR BUILDING WESS-MOUNT CONDUITS BELOW — PLATFORM ® FIRST FLOOR SUBSTATION CONTROL BUILDING FACP @ SECOND --PANEL "2E2" AT SECOND FLOOR PANEL "4AN" —AT FIRST FLOOR SEPTIC TANK
AND LEACHING CONCRETE CURB NORTH CHAIN LINK FENCE

GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910

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BME & SONS INC.

BME NOTIFICATION & EXPENSE

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GRAPHIC SCALE

Page 19 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 TENJO VISTA DIESEL POWER PLANT - SITE PLAN THE SEE I HONDEY CONTEY THAT THES PLAN THE PREPARED BY ME ON UNDER MY DRECT SUPERSOON. BME & SONS INC. GRAPHIC SCALE AS-BUILT DRAWINGS FP7.0 FP7.0 SOME 1'=15'-0' **(** ⋖

Page 20 of 42 LEGENCE OF FIRE PROTECTION AND SMORE ALARM
THOUSENED MESSEL POMER PLANT
THOUSENED MESSEL POMER PLANT
SHIPPETSON STRING T-COMMESSIONE FLANT
THE COMMESSION STRING T-COMMESSIONE FLANT
THE COMMESSION STRING T-COMMESSIONE FLANT
THE COMMESSION STRING T-COMMESSION STRING T GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 —UPRIGHT SPRINKLER HEAD (TYP.) - WATER ALARM GONG _FIRE DEPARTMENT CONNECTION I HORDEN CORTEY THAT THE PLAN NG MEDINED BY NE OR HOLD! NY DRECT SUPERVISION. BME & SONS INC. FM-200 BOTILE RISER, UP ROOM GRAPHIC SCALE ELEV. AS-BUILT DRAWINGS FP7.1 COMPRESSOR ROOM 103 GENERATOR BATTERY ROOM 104 DIESEL GENERATOR ROOM 107 The PROTECTION PLAN - FIRST FLOOR
(PR.) SOUE 3/16"=1"-0" 8 Ø 8 A MINISTRA MAINTENANCE ROOM 106 WELDING/STEAM CLEANING AREA STAIR #2 CONTROL CENTER 108 TOLET UPRIGHT SPRINKLER HEAD, TYP.— (m)

Page 21 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT TENJO VISTA DIESEL POWER PLANT TEND VISTA DIESEL POWER PLANT – FIRE PROTECTION PLAN (SECOND FLOOR) GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 —SPRINKLER RISER, DOWN AND UP I HORDEN CORTEY THAT THE PLAN NG MEDINED BY NE OR HOLD! NY DRECT SUPERVISION. BME & SONS INC. MEN'S TOILET 204A 000 504E 3/16=1'-0 GRAPHIC SCALE —SIDEWALL SPRINKLER, TYP. TO 2 —UPRIGHT SPRINKLER, TYP. TO 2 LOCKER 204B 1088Y AS-BUILT DRAWINGS FP7.2 FM-200 RISER, DN.— RELLEF FAN, TYP. TO 4— MECHANICAL ROOM 210 MAINTENANCE FLATFORM CONTROL ROOM 205 ADMINISTRATIVE OFFICE 206 EXIST'G. PENDENT SPRINKLER HEAD, TYP. TO 2 (m)

Page 22 of 42 UPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT | TEMO, VISTA, DIESEL POWER PLANT - FIRE PROTECTION | PUNK (THIRD FLOOR) | 1994 | 14 o. | 14 o GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 -UPRIGHT SPRINKLER HEAD, TYP. TO 77 I HORDIY COTTEY THAT THE PLAN THE PREPARED BY ME OR UNCOT MY DRECT SUPERHEICH. ×-0 BME & SONS INC. 4' 2' 1' 0 2' 6' SOUE 3/16"=1'-0' GRAPHIC SCALE AS-BUILT DRAWINGS FP7.3 (7) FIRE PROTECTION PLAN - THIRD FLOOR (PP.)3 SOUE 3/16*=1'-0" ×0 PIPE DN.-(m)

Page 23 of 42 LIPGRADE OF FIRE PROTECTION AND SMOKE ALARM
SYSTEMS AT TENJO WITA DESEL POWER PLANT
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SYSTEM FAIL SOMERS, DANGED PLANS OFFILE

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STEM FRE GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 THERMOSTAT, SET TO TURN "ON" AT 90'F AND "OFF" AT 85'F MALL MOUNTED EXHAUST FAN -2'-0" X 2'-0" ALUMINUM LOUVER ACKAGED FOAM PUMP ASSEMBLY UNITS,
THP. TO 2
THP. TA
SEE 1/FP7.4
THP. THP. PRESSURE VACUUM VENT ATMOSPHERIC STO. TANK FP7.4 SOME 1/2"=1"-0" — SEE 1/FP7.4 FOAM SYSTEM PUMP ROOM I HONDY COSTEY THAT THE PLAN ING PREPARED BY NE OR UNDER VY DRECT SJEDNISCH. ENLARGED PLAN
FP7.4 SCALE 1/2"=1"-0" BME & SONS INC. FOAM DISCHARGE TO BE "LOCATED APPROX. 6" ABOVE HIGHEST EXPECTED LIQUID LEVEL OF SPILL FOAM DISCHARGE COLUMN PIPED OVER DIKE WALL **(** GRAPHIC SCALE 2 DETAIL "A"
FP7.4 SCALE NONE SOLENOID OPERATED DELUDGE VALVE "CLA-VAL" MO. 134-05-OR APPROVED EQUAL AS-BUILT DRAWINGS FP7.4 WATER POWERED BALL VALVE PILOT LINE ALARM CHECK VALVE – Y-STRAINER 2-1/2" 0.S.&Y. GV — SEE 1/FP7.4 -MOUNTING BRACKETS
(REFER TO MANUFACTURER'S PUBLISHED DATA) FEED MAIN — FINISH FLOOR -SEE DTAIL "A PROTECTOMINE

LINEAR HEAT HEAT DETECTOR

UPPER & LOWER PORTION

OF TANK PROTECTOMRE
LINEAR HEAT DETECTOR
UPPER & LOWER PORTION
OF TANK FD3 SOLE FIGHTING SYSTEM PLAN (FD3) SOLE Z-1/2, -DISCHARGE PIPE, TYP. FUEL STORAGE TANK FUEL STORAGE TANK PROTECTOMRE

"LINEAR HEAT HEAT DETECTOR
UPPER & LOWER PORTION
OF TANK FUEL TORAGE TANK WEATHER PROOF ELECTRICAL BOX (ER) (ZB) WEATHER PROOF 10 TO FOAM SUPPLY CONTROL BOX ZONE 2 CONDUIT TO SST'L PULL BOX 7-2-1/2 (B) (B) 0 10 TO FOAM SUPPLY CONTROL BOX ZONE 2 CONDUIT TO SST'L. PULL BOX 10 TO FOAM SUPPRESSION — CONTROL BOX ZONE 2 CONDUIT TO SST'L. PULL BOX 0

DAM POWER AUTHORITY
O. BOX 2977, AGANA, GUAM USA 99810

O. SOX 2977, AGANA, GUAM USA 99810

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Page 25 of 42

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AS-BUILT DRAWINGS FP7.6

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NORMALY GLOSED WAVE

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Page 26 of 42 JPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWER PLANT 10,0005 8946 SHVBN 1 or 22 ONGUN C. FLORES, P.E. DOGS, GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910 JPGRADE OF FIRE PROTECTION AND SMOKE ALARM SYSTEMS AT TENJO VISTA DIESEL POWERPLANT SHEET I HORDEY CORTEY THAT THE PLAN WE PREMATED BY ME OR UNDER MY DREET SUPERMERN. DRAWING BME & SONS INC. DRAWINGS **GUAM POWER AUTHORITY** GRAPHIC SCALE AS-BUILT DRAWINGS | 71.0 NDEX SHEET DRAWING 11 OF 22 TENJO VISTA DIESEL POWER PLANT – SITE PLAN
12 OF 22 TENJO VISTA DIESEL POWER PLANT – F.M.–200 FIRE SUPPRESSIONING PLAN TENJO VISTA DIESEL POWER PLANT - FOAM FIRE FIGHTING SYSTEM PIPING ISOMETRIC TENJO VISTA DIESEL POWER PLANT - FOAM FIRE FIGHTING SYSTEM PIPING ISOMETRIC 1 OF 22 TITE SHEET
2 OF 22 GENERAL CONSTRUCTION NOTES, LEGEND, SYMBOLS AND ABREEAWATIONS
3 OF 22 TENJO DIESEL POMER PLANT – CIVIL SITE PLAN TENJO VISTA DIESEL POWER PLANT – FIRE PROTECTION PLAN TENJO VISTA DIESEL POWER PLANT – FOAM FIRE FIGHTING SYSTEM PLAN STRUCTURAL DESIGN CRITERIA, GENERAL NOTES, AND TYPICAL DETAILS 13 OF 22 TENJO VISTA DIESEL POWER PLANT – FIRE PROTECTION PLAN 14 OF 22 TENJO VISTA DIESEL POWER PLANT – FIRE PROTECTION PLAN 7 OF 22 FOAM PUMP HOUSE AND ELEVATIONS
8 OF 22 FIRE/FOAM PUMP HOUSE SECTIONS AND DETAILS
9 OF 22 FOAM PUMP HOUSE FOUNDATION AND ROOF FRAM ≥ PACIFIC ⋖ MAP \supset LOCATION PHILIPPINE DEDEDO CT POWER PLANT, DEDEDO DIESEL POWER PLANT MACHECHE CT POWER PLANT YIGO CT POWER PLANT,— MARBO CT POWER PLANT RANSPORTATION FACILITIES $S \to A$



GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUAHAN P.O. BOX 2977 HAGÅTÑA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo Governor

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

Raymond S. Tenorio Lieutenant Governor

BID BOND

NO.:		
KNOW ALL MEN BY THESE PRESENTS that		<u>,</u> as
Principal Hereinafter called the Principal, and (A duly admitted insurer under the laws of the THeld firmly bound unto the Territory of Guam for (\$	Territory of Guam, as Surety, hereing or the sum of sum will and truly to be made, the s diministrators, successors and assig	Dollars said Principal and the said gns, jointly and severally, firmly
NOW, THEREFORE, if the Territory of Guenter into a Contract with the Territory of Guan bonds as my be specified in bidding or Contract performance of such Contract Documents with Contract and for the prompt payment of labor a of the failure of the Principal to enter such Con Territory of Guam the difference not to exceed and such larger amount for which the Territory work covered by said bid or an appropriate liquid obligation shall be null and void, otherwise to residue the sealed this	in in accordance with the terms of sect documents with good and sufficient surety for the good and sufficient surety for the early material furnished in the prosestract and give such bond or bonds the penalty hereof between the art of Guam may in good faith contractional didated amount as specified in the remain full force and effect.	such bid, and give such bond or ent surety for the faithful faithful performance of such ecution thereof, or in the event s, if the Principal shall pay to the mounts specified in said bid ct with another party to perform Invitation for Bids then this
	(PRINCIPAL)	(SEAL)
(WITNESS)		
(TITLE)		
(MAJOR OFFICER OF SURETY)		
(TITLE)	(**	TITLE)
	(RESIDENT G	ENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the Guam Power Authority, it should be accompanied with copies of the following:

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
- 2. Power of Attorney issued by the Surety to the Resident General Agent.
- 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.



GUAM POWER AUTHORITY

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

SPECIAL PROVISON 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

, und	ersign,	of the company of, etc.)			
eing	first duly sworn, deposes and says:	or the company of, etc.)			
	That the person who have held m the past twelve (12) months are a	ore than ten percent (10%) of the cors follows:	mpany's shares during		
	Name	<u>Address</u>	Percentage of Shares Held		
		Total number of shares			
2.	Persons who have received or are entitled a commission, gratuity or other compensation for procuring assisting in obtaining business related to the bid/rfp for which this Affidavit is submitted are as follows:				
<u>.</u> .					
<u>.</u> .					
	assisting in obtaining business rel	ated to the bid/rfp for which this Affid	avit is submitted are as follows: Amount of Commission Gratuity or other		
2.	Name Further, affiant sayeth naught.	ated to the bid/rfp for which this Affid	avit is submitted are as follows: Amount of Commission Gratuity or other		
	assisting in obtaining business rel	ated to the bid/rfp for which this Affid	Amount of Commission Gratuity or other Compensation		
	Name Further, affiant sayeth naught. Date:	Address Signature of individual if b Proprietorship; Partner, if Partnership Officer, if the	Amount of Commission Gratuity or other Compensation bidder/offeror is a sole the bidder/offeror is a bidder/offeror is a		
	Name Further, affiant sayeth naught. Date:	Address Signature of individual if be Proprietorship; Partner, if Partnership Officer, if the corporation.	Amount of Commission Gratuity or other Compensation sidder/offeror is a sole the bidder/offeror is a bidder/offeror is a		
	Name Further, affiant sayeth naught. Date: Subscribe and sworn to before me	Address Signature of individual if be Proprietorship; Partner, if Partnership Officer, if the corporation. e this day of	Amount of Commission Gratuity or other Compensation bidder/offeror is a sole the bidder/offeror is a bidder/offeror is a		

NON-COLLUSION AFFIDAVIT

Guam))ss:	
Hagatna)	
	I, first be (Name of Declarant)	eing duly sworn, depose and say:
1.	That I am the of _	
2.	That in making the foregoing proposal or not collusive or shame, that said bidder/agreed, directly or indirectly, with any bid from bidding or submitting a proposal ar sought by agreement or collusion, or confix the bid of affiant or any other bidder, element of said bid price, or of that of ar	(Name of Bidding/RFP Company) r bid, that such proposal or bid is Genuine and offeror has not colluded, Conspired, connived or dder or person, to put in a sham or to refrain ad has not in any manner, directly or indirectly, mmunication or conference, with any person, to or to secure any overhead, project or cost by bidder, or to secure any advantage against the rson interested in the proposed contract; and
3. 4.	That all statements in said proposal or b	
		(Declarant)
SUBSCRIBED	AND SWORN to me before this	day of, 2018.
)Seal(
		Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT			
(Offeror)			
TERRITORY OF GUAM)	,	22	
HAGATNA, GUAM)	SS:	
	, beinç	first duly sworn, deposes and says:	
As the duly authorized represe	entative of the	Offeror, that neither I nor of the Offeror's officers, re	presentatives,
agents, subcontractors, or em	ployees has o	r have offered, given or agreed to give any governm	ent of Guam
employee or former employee	e, any payment	, gift, kickback, gratuity or offer of employment in co	nnection with
Offeror's proposal.			
			_
	Signatur	re of Individual if Proposer is a Sole Proprietorship;	
	Partner,	if the Proposer is a Partnership;	
	Officer,	if the Proposer is a Corporation	
SUBCRIBED AND SWORN to	o before me th	isday of, 2018.	
		Notary Public	
		In and for the Territory of Guam My Commission Expires:	

ETHICAL STANDARDS AFFIDAVIT

<u>AFFIDAVIT</u> (Proposer)			
TERRITORY OF GUAN	М)))	SS:	
	, being first du	ıly sworn, deposes and says:	
That I am (the Sole Pro	oprietor, a Partner or Officer	of the Offeror)	
_		ither he or nor of the Offeror's officency influenced any governme	
breach any of the ethic	al standards set forth in 5 GC	CA Chapter 5 Article 11, and promi	ises that neither he nor any
officer, representative,	agent, subcontractor, or emp	oloyee of Offeror will knowingly infl	uence any government of
Guam employee to bre	ach 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	s a Partnership;	
	Officer, if the Proposer is	a Corporation	
SUBCRIBED AND SW	ORN to before me this	day of, 2018.	
		Notary Public In and for the Territory of Guam My Commission Expires:	

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

Procurement No.:

Na	Name of Offeror Company:			
	hereby certifies under penalty of perjury:			
(1) or p	That I am (the offeror, a partner of the offeror, an officer of the offeror) making the bid 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			
SU	BCRIBED AND SWORN to before me thisday of, 2018.			
	Notary Public In and for the Territory of Guam My Commission Expires:			

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 individ Partner, if a partnersh Officer, if a corporatio	nip;
Subscribed and sworn before me this	day of	, 2018.
Notary Public		



GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUAHAN P.O. BOX 2977 · AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo Governor

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

Raymond S. Tenorio Lieutenant Governor

Accountability · Impartiality · Competence · Openness · Value

LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

		busi	rocurement of supplies and services shall be made from among businesses licensed to do ness on Guam and that maintains an office or other facility on Guam, whenever a business is willing to be a contractor is:
()	(a)	A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
()	(b)	A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
()	(c)	A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
()	*(d)	A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.
			Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference <u>only if</u> the Government's requirement is for service. Service is defined Pursuant to 5 GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.
		!	nave read the requirements of the law cited above and do hereby qualify and elect to be given the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
			I, representative for, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No.: GPA
			Bidder Representative Signature

Date

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION**: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES**: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING**: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. LOCAL PROCUREMENT PREFERENCE: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS**: Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. "ALL OR NONE" BIDS: Unless otherwise allowed under this Solicitation. "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
 - **NOTE**: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis**. Reference: Section 3-101.06 of the Guam Procurement Regulations.
- [X] 8. **INDEPENDENT PRICE DETERMINATION**: The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE**: The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE**: Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. BID GUARANTEE REQUIREMENT: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.
- [X] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to FIFTEEN PERCENT (15%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within

- 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).
- [X] 13. **PERFORMANCE GUARANTEE**: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS**: Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS**: Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS**: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER**: In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
 - a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 18. **TIE BIDS**: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [] 19. **BRAND NAMES**: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but nor restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 20. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 21. **SAMPLES**: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 22. **LABORATORY TEST**: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [] 24. **MARKING**: Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 25. **SCHEDULE FOR DELVERY**: Successful bidder shall notify the Guam Power Authority, Dededo Warehouse at (671) 635-2073 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 26. **BILL OF SALE**: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION**: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform to the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 29. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 30. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 31. **GUARANTEE**:

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

- c) Compliance with this Section is a condition of this Bid.
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT**: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES**: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY**: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, se, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **COMPLIANCE WITH LAWS**: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 36. **CHANGE ORDER**: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 37. **STOP WORK ORDER**: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

- [X] 38. **TERMINATION FOR CONVENIENCE**: Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY**: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 41. **LIQUIDATED DAMAGES**: When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 4 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 42. **PHYSICAL LIABILITY**: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

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

Name:	_ Title:
Address:	Telephone:
	_
	_

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

2. PREPARATIONS OF BIDS:

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
- 3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
- 4. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment.
 - Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. SUBMISSION OF BIDS:

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
- 6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

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

8. **DISCOUNTS**:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

- 9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
- 11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
- 12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary date identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).

13. MULTI-STEP SEALED BIDDING:

- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to t h lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
- b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
 - 1). only unpriced technical offers are requested in the first phase;
 - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
 - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
 - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.

c. RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.

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

d. EVALUATION OF UNPRICED TECHNICAL OFFERS.

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

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

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

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