



JOSEPH T. DUENAS
Chairman

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



JOHN M. BENAVENTE, P.E.
General Manager

Accountability	·	Impartiality	·	Competence	·	Openness	·	Value
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REQUEST FOR PROPOSAL: Re-Solicitation GPA-RFP-18-002

DESCRIPTION: Geotechnical Investigation 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 the proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD, and/or USB Flashdrive, at the date and time for proposal remittance.

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

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

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

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

RE-SOLICITATION REQUEST FOR PROPOSAL
NO.: GPA-RFP-18-002 FOR
GEOTECHNICAL INVESTIGATION SERVICES





JENNIFER G. SABLAN, P.E.
SPORD Manager



JOHN J. CRUZ, P.E.
AGMETS



JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

January 30, 2018

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

SECTION 1.0: INSTRUCTIONS 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.

1.2 PROPOSALS

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

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

1.3 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 modification by telegraph of proposals already submitted.

Priced proposals must be marked on all sides with the words: Priced Proposal. Non-priced Proposals must be marked on all sides with the words: Non-priced Proposal. Priced and Non-Priced Proposals must be delivered in separate sealed and marked packages.

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

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

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

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

Re-Solicitation Request for Proposal No. GPA-RFP-18-002 must be submitted before 4:00 P.M., May 16, 2018, in a sealed envelope indicating the RFP number and addressed as follows:

To: **Guam Power Authority**
Procurement Management Materials Supply
1st. Floor
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/her 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 on the Technical Requirements Section or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall 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/her from responsibility.

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

1.4 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 requesting for interpretation. OFFEROR 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.

1.5 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 four (4) working days prior to the closing date of this RFP thereof in writing 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.

1.6 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.

1.7 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 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.

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

1.8 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.

1.9 POST RFP MEETING

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

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

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

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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, Ext. 3128
Facsimile: (671) 648-3165

Note: Cut-Off Date for Receipt of Questions shall be May 10, 2018 at 4:00 P.M.
Inquiries received after the deadline shall not be entertained.

SECTION 2.0: GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY

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

2.2 GENERAL INTENTION

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

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, the Agency/Department 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 or 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 the Territory's best interest for reasons including but not limited to:

- 1) The supplies and services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to the Territory;
- 4) Price(s) exceed available funds and it would be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected 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 award of the Contract, if awarded, will be to the most responsive OFFEROR whose qualifications indicate that award thereto will be to the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case, will the award be made until all necessary investigations have been made into the responsibility of the 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 Schedule or for any combination of project Schedules.

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 readvertised, as OWNER may elect.

2.6 MODIFICATION / ALTERATION

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the most reasonable OFFEROR who has submitted a proposal reasonably susceptible of being selected for award with the purpose of clarification to assure full understanding and responsiveness to the Proposal requirements. 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 we 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

The duration of the services herein shall be specified in the contract. GPA shall retain the right to terminate the contract at any time if the contractor is not providing the services in accordance with the RFP and the contract.

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). All supporting documents must be reviewed and approved by GPA Project Manager prior to invoice submittal for charges. All invoices will be paid net 30 days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the 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 commission 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. Major Shareholders Disclosure Affidavit
- b. Non-Collusion Affidavit
- c. No Gratuities or Kickbacks Affidavit
- d. Ethical Standards Affidavit
- e. Declaration Re-Compliance with U.S. DOL Wage Determination
- f. Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property

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 Commission 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 Commission expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

1. That I am the _____ of _____.
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or 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 _____ 2018.

) 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 _____, 2018.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

HAGATNA, GUAM)

)
)

SS:

_____, being first duly sworn, deposes and says:

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

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



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 _____, 2018.

Notary Public

SECTION 3.0: FORM OF CONTRACT

1 CONTRACT FOR TECHNICAL SERVICES

This CONTRACT is made and entered into on the day of _____, 2018, by _____, hereinafter called the CONSULTANT, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONSULTANT to perform technical services for a project known and described as Geotechnical Investigation Services, Re-Solicitation GPA-RFP-18-002, hereinafter called the "Project".

RECITALS

Whereas,

SECTION I - SERVICES OF THE CONSULTANT

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

- A. GPA and the CONSULTANT have entered into a task-based contract wherein, GPA will call upon a task and negotiate price, scope and schedule with the CONSULTANT. The CONSULTANT shall provide services as described in the task list provided in Exhibit A. This list is not all inclusive; GPA can negotiate tasks that are similar in scope.
- B. The CONSULTANT has assigned _____ as the Project Manager for this CONTRACT. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONSULTANT shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office XP compatible. The software version used shall be compatible to current GPA standards.
- D. GPA upon mutual agreement with GWA at any time during the duration of this CONTRACT may allow GWA to use these CONTRACTUAL services through GPA.

SECTION II – CONTRACT PERIOD

GPA and the CONSULTANT have agreed that this CONTRACT will be effective _____, 2018 for a base contract period of three (3) years with an option two (2) year extension or until all of the tasks in Exhibit A are completed. Upon mutual agreement, the CONTRACT may be extended for a period no more than five years beyond the base contract term. GPA shall, at its sole discretion, determine task completion.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is to be negotiated. Payment options are lump sum or not to exceed payment.
- B. 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

The CONSULTANT agrees that there shall be no employee benefits occurring from this CONTRACT, 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 CONTRACT, the CONSULTANT 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 CONTRACT shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship and shall remain that of independent parties to a contractual relationship set forth in this CONTRACT.

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

- A. GPA shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the project manager.
- B. GPA shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. GPA will keep the CONSULTANT advised concerning the progress of GPA's review of the work. The CONSULTANT agrees that GPA's inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s).
- C. Unless included in the CONSULTANT'S Services as identified in Section I, GPA shall furnish the CONSULTANT gratis, the following information or services for this Project:
 - 1. Available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI – INVOICING AND PAYMENT TERMS & CONDITIONS

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by the 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 GPA and the CONSULTANT.

SECTION VII - TERMINATION

The Procurement Officer may, when the interest of GPA or the Territory so require, terminate this contract in whole or in part, for the Convenience of the Territory. The Procurement Officer shall give written notice of the termination to the CONSULTANT specifying the part of the contract terminated and when termination becomes effective. [GSA Procurement Regulations 6-101.10.]

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

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

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

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

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

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

SECTION VIII – CHANGES

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

SECTION IX – ASSIGNMENT OF AGREEMENT

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

SECTION X – FORCE MAJEURE

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

SECTION XI - TAXES

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

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

SECTION XII – NOTICES

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

TO: Name and Address
 COPY: If Applicable, Name and Address
 FAX: Fax Number

TO: Guam Power Authority
 P.O. Box 2977
 Hagatna, Guam 96932-2977
 ATTN: General Manager
 FAX: (671) 649-6942

SECTION XIII – GOVERNING LAW

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

SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

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

SECTION XV – INDEMNIFICATION

The CONSULTANT 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 CONSULTANT provides.

SECTION XVI – DISPUTES

All controversies between GPA and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall maintain all insurance required during the course of the work.

SECTION XIX – LICENSING

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

SECTION XX – CONVENANT AGAINST CONTINGENT FEES

The CONSULTANT 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 CONSULTANT, 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 commission payable by contractors upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business.

SECTION XXI – EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION XXII – AMERICAN DISABILITIES ACT

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

SECTION XXIII – PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

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

SECTION XXIV – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

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

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person

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.

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

CONSULTANT

DATE

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

DATE

APPROVED AS TO FORM:

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

DATE

SECTION 4.0: SCOPE OF WORK

2 SCOPE OF WORK

This section describes the scope of work for this Request For Proposal (RFP). OFFEROR must provide descriptions of approach, experience, and expertise.

2.1 SOLICITATION

The Guam Power Authority (GPA) is soliciting Geotechnical Investigation Services from qualified firms to allow GPA to obtain the necessary information for the new power plant solicitation and future projects.

GPA will require these services for a 3-year period with an option to extend for an additional 2 years.

2.2 GENERAL

GPA is proposing to construct a new power plant on a site in the northern part of Guam.

The new plant should occupy around 20 acres plus or minus. However, the exact location on the full site and layout of the plant equipment and structures will be determined by the successful power plant IPP bidder. A buffer zone between the plant and the surrounding properties. Therefore, the area to be included in the proposed geotechnical exploration program to be approximately 40 acres of the site, primarily focused on the southern half of the site in order to provide the shortest route for the new transmission line from the plant to the existing Harmon substation.

To provide the power plant IPP bidders an idea of the geological composition of the site twelve (12) borings is recommended as shown in the GPA Statement of Interest Map.

Once the exact location and layout of the power plant is determined additional borings may be provided by the Offeror if necessary. This is to provide the power plant IPP bidders much more accurate data to base their bids on.

Furthermore, GPA will require for additional technical services for future projects as necessary.

PLANT IDENTIFICATION

Guam ULSD and LNG fired Power Plant near Harmon Substation, Marine Corps Dr., Dededo, Guam (Site), to be built, owned and operated by an Independent Power Producer (IPP).

Plant Issue for Bid (IFB) documents will be technology neutral. The exact loadings and dimensions will not be known until proposals are submitted and a technology option selected.

A. PLANT DESCRIPTION

Single story concrete building or concrete masonry structure that houses reciprocating engines or a steam turbine generator if selected as part of combined cycle technology. If combined cycle technology is selected, the combustion turbines will be skid mounted with separate auxiliary skid mounted equipment. Other buildings may be maintenance and warehouse building, control room building and administrative building with concrete or concrete masonry construction.

Major rotating equipment:

Diesel Engines, if this Technology is selected:

Operating Speed: TBD

Foundation type determined by geotechnical testing

Weight: TBD

Combustion Turbines, if this Technology is selected.

Operating Speed: TBD

Foundation type determined by geotechnical testing

Weight: TBD

Steam Turbine if provided as part of Combined Cycle Technology

Operating Speed: TBD

Foundation type determined by geotechnical testing

Weight: TBD

Other large equipment/structures:

Overhead Bridge Crane:

Capacity: TBD

Transformers:

Foundation type determined by geotechnical testing

Weight: TBD

Diesel Fuel Storage Tanks:

Foundation type determined by geotechnical testing

Weight: TBD

Cooling tower and basin (if this Technology is selected):

Foundation type determined by geotechnical testing

Weight: TBD

Water storage tanks:

Foundation type determined by geotechnical testing

Weight: TBD

Piperack:

Foundation type determined by geotechnical testing

Weight: TBD

Air Cooled Radiators (if this Technology is selected):

Foundation type determined by geotechnical testing

Weight: TBD

Stack(s):

Foundation type determined by geotechnical testing

Weight: TBD

Heat Recovery Steam Generator (HRSG) (if combined cycle technology is selected):

Foundation type determined by geotechnical testing

Weight: TBD

Ammonia Storage Tanks:

Foundation type determined by geotechnical testing

Weight: TBD

Selective Catalytic Reduction Units (SCR):

Foundation type determined by geotechnical testing

Weight: TBD

Miscellaneous Equipment Pads:

Foundation type determined by geotechnical testing

Weight: TBD

Renewable/ESS Systems

Large Battery Banks

Weight: TBD

Solar PV/Wind Turbine Generator/Other Renewable Generation Systems

Weight: TBD

B. GEOTECHNICAL CONSULTANT'S RESPONSIBILITIES

Notify and obtain permission from Owner before entering site.

Perform field investigations, laboratory tests and analyses; determine characteristics of subsurface materials; prepare geotechnical report.

Stake boring, auger probe, and earth resistivity test locations in field and provide plan drawing of actual locations in geotechnical report.

Contact utility companies and determine location of all utilities before commencing work.

As work progresses, review geotechnical program and recommend changes desirable or necessary in view of actual subsurface materials or conditions encountered.

List technical data in geotechnical report such as boring method, plan and logs, level of subsurface water, laboratory test methods and results, and similar factual data, all as of the dates made.

C. ACTION SUBMITTALS

Draft geotechnical report:

Submit one electronic copy in PDF format to Owner for review prior to publication for purpose of coordinating project construction requirements with subsurface

conditions encountered. Such review shall not relieve geotechnical consultant from responsibility for errors or omissions in final geotechnical report.
Submit no later than 42 calendar days after receiving Notice to Proceed.

Final geotechnical report:

Submit two bound paper copies and one PDF copy of final geotechnical report to
Owner

Submit all copies no later than 10 calendar days after receiving review comments.

D. GEOTECHNICAL REPORT CONTENTS

Description of subsurface investigation program.

Pertinent geological data.

Typed/signed boring logs containing data required by ASTM D1586, including standard penetration test records, elevation of ground at bore hole or test pit with reference to present datum, and groundwater data. Include boring/test pit location plan.

Results of laboratory tests. Classify soil in accordance with Unified Soil Classification System.

Discussion of suitable alternate types of foundation systems. Foundation systems considered (but not necessarily recommended as viable) shall at a minimum include the following:

Spread footing foundations.

Mat foundations.

Driven piling.

Drilled shafts.

Design parameters for each viable alternate foundation system shall include, as applicable, allowable bearing pressures, allowable pile or shaft capacity, allowable pile or shaft uplift capacity.

Recommended soil parameters for Ensoft's L-Pile (version 9.0) computer program for use of program to calculate lateral load response of pile. Provide soil parameters for lateral loads due to static and cyclic loading.

Recommended pile lateral resistance capacity reduction factors for groups of piles or caissons. Recommended soil parameters for Ensoft's Group (version 9.0) computer program for use of program to calculate lateral load response of groups of piles. Provide soil parameters for lateral loads due to static and cyclic loading.

Recommended requirements for installation of driven piles (if applicable) including:

Type(s) of hammer and driving energy.

Pile-tip reinforcement.

Recommended gross allowable design bearing pressures for soil supported foundations for lightly loaded foundations.

Recommended Site Class, and spectral response parameters S_s & S_1 for seismic design in accordance with Section 1613.3 of the International Building Code (IBC 2012).

For pile supported rotating equipment foundations:

Recommended vertical and horizontal dynamic spring constants and damping coefficients, per individual pile for each size of pile/shaft, that may be used in computer finite element dynamic foundation model. Piling or shaft used for rotating equipment foundations shall be supported on bedrock.

Recommended horizontal dynamic soil spring constants and damping coefficients for soil surrounding base slabs, that may be used in computer dynamic analysis of foundations supporting rotating equipment.

For soil supported rotating equipment foundations, recommended vertical and horizontal dynamic soil spring constants and damping coefficients, that may be used in computer finite element dynamic foundation model.

Recommendations for fill/backfill material (Unified Soil Classification designations) and compaction, including suitability of excavated material.

Recommendations for bedding and backfill for underground utilities.

Recommended lateral earth pressures for active, at-rest, and passive conditions for existing soils and proposed backfill materials.

Recommended unit weight of soil (dry or submerged as applicable), angle of internal friction and cohesion values.

Recommended subgrade material, compaction, subdrains and value of Westergaard's modulus of subgrade reaction for design of concrete slabs-on-grade or concrete pavements.

Recommended subgrade material, compaction, subdrains, and value of California Bearing Ratio for design of flexible pavements.

Recommended Subgrade Support Rating for Mechanistic Pavement Design.

Recommended subgrade improvement alternates for unsuitable, expansive or wet soils.

Suitability of existing topsoil materials for reuse.

Recommended coefficient of sliding friction of concrete against soil and rock.

Comments regarding whether change in moisture content will affect settlement, bearing capacity, shrinkage or swelling of clays.

Recommended high ground water elevation that may be used in design.

Soil runoff and drainage characteristics.

Discussion of methods of handling ground water encountered during construction period.

Recommendations for excavation construction (maximum side slopes, soil retention systems, and dewatering).

Discussion of site seismic hazards of liquefaction and lateral spreading.

Earth resistivity data:

Furnish separate test data sheets for each earth resistivity measurement location.

Information required for each test location:

Names of person, or persons, performing resistivity test and date of each test.

Test instrument name, model, and serial numbers.

Temperature at time of test.

Weather conditions at time of test.

Soil moisture conditions at time of test.

Sketch of test setup and electrode location.

Electrode depths and spacings.

Instrument reading and multiplier if applicable, instrument model, and calibration date.

Computed earth resistivity, in ohm-cm or ohm-meters, based on test values.

Provide resistivity curves and individual test results in tabular format.

4.2.1 PRODUCTS

NOT USED

4.2.2 EXECUTION

A. DRILLING REQUIREMENTS

Borings shall be advanced using rotary wash or auger boring methods in accordance with ASTM D2113 and D1452, respectively. Selected drilling method shall provide clean hole with undisturbed soil for sampling.

Drilling shall progress from existing grade to a depth until rock is encountered, or as directed by Owner.

Core rock in borings to a reasonable depth below rock surface (but a minimum of 10 feet) as required to make specific recommendations for piling/shaft design and installation and to verify that there are no sink holes present.

Test probes shall be advanced by auger boring methods or other means to determine top elevation of rock.

Fill each boring hole after determining hole need not be extended. Until filled, cover boring holes to prevent accidental injury to persons or property. Place a bituminous patch where borings are made through pavement.

No blasting permitted, unless approved by Owner.

B. SAMPLING REQUIREMENTS

In granular soils, obtain 1 3/8 in (35 mm) diameter split spoon samples in accordance with ASTM D1586 including standard penetration test records.

In cohesive soils, obtain 2 in (50 mm) diameter, thin-wall tube samples in accordance with ASTM D1587. Obtain samples for consolidation tests with 3 in (75 mm) diameter thin-wall tube. If the recovery of a thin-wall tube sample is less than 1 ft (300 mm) in length, a split barrel sample shall be obtained.

Obtain samples at 2.5 ft. (0.75 m) intervals to depth of 10 ft. (3 m) and at 5 ft. (1.5 m) intervals thereafter.

Obtain rock samples as follows:

Obtain continuous rock core sample, NWG size, in accordance with ASTM D2113.

Place rock cores from each boring in suitable durable wooden or waxed cardboard boxes in accordance with ASTM D2113, Section 5.1.

Rock cores which deteriorate upon exposure to air shall be preserved immediately upon recovery. Furnish all materials for preserving rock cores. Label cores for identification.

Core boxes shall be provided with longitudinal spacers that will form separate compartments for each run of core. Wood blocks which fit between spacers shall be provided to mark beginning and end of each run and to mark core losses within each run. Under no condition shall cores from more than one hole be placed in same core box. Label each box for identification.

Retain rock core samples for a period of not less than 5 years.

C. TESTING REQUIREMENTS

Perform sufficient types of following tests, as applicable, on samples obtained from proposed structure borings to properly classify soil, to make evaluations of types of foundations and establish design parameters.

Particle-Size Distribution, ASTM D6913.

Unconfined compression tests, ASTM D2166.

Consolidation tests, ASTM D2435.

Atterberg limits, ASTM D4318.

Organic content, ASTM D2974.

Dry density, ASTM D653, and natural moisture content, ASTM D2216.

California Bearing Ratio (CBR) tests at 90% maximum density as determined by ASTM D1557 on all predominant soil types in top 4 ft. (1.2 m) of borings.

Perform sufficient testing of samples obtained from proposed pavement borings to properly classify soil and to make evaluations of subgrade materials and to determine requirements for subgrade treatments, pavement subdrains, and pavement design.

D. EARTH RESISTIVITY TESTING

Coordinate locations with existing underground utilities and installed ground grids. Notify Owner of possible measurement discrepancies due to close proximity of underground utilities encountered prior to taking measurements.

Test method: Wenner 4-point method, in accordance with ASTM G57-06: Standard Test Method for Field Measurement of Soil Resistivity using the Wenner Four-Electrode Method.

Test equipment: "Megger" earth tester by Biddle Instruments, or equal. Use equipment in accordance with manufacturer's instructions. A brief explanation of earth resistivity measurements is found in Biddle Instruments Publication "Getting Down to Earth."

Earth resistivity data:

Measure soil resistivity using the Wenner four pin method in accordance with ASTM G57-06 "Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method". Furnish formula used in computations.

Select a minimum of three (3) locations to test soil resistivity. The locations should be evenly distributed across the site area.

Perform the soil resistivity test during dry conditions. The test should not be performed within 24 hours of the last rainfall.

Methodology

Perform soil resistivity test in accordance with ASTM G57-06.

At each measurement location, use straight line probe arrangement of equal spacing. As a minimum use electrode spacing "A" as follows:

2.5 ft. (0.75 m).

5 ft. (1.5 m).

10 ft. (3.0 m).

15 ft. (4.5 m).

20 ft. (6.0 m).

30 ft. (9.0 m).

40 ft. (12.0 m).

Each test location shall be tested twice with the second test performed perpendicular to the first test. The two tests shall look like a cross or plus sign when viewed in plan.

Due to soil conductivity, the probe depth may be increased; however, probe depth "B" shall not exceed 10% of "A" spacing.

Report and Documentation.

A written report shall be submitted to the Engineer within 21 calendar days and shall include, at a minimum, the following information. Any deviation to this specification and procedure shall be clearly documented on the report.

Manufacturer and model of instrument meter, including instrument meter calibration date. Note the instrument meter must have been calibrated within the past 1 year by the manufacturer or a qualified technician.

Potential (P1 and P2) and Current (C1 and C2) reel lengths, cable size (mm²), and probe (electrode) diameter and length. Probes shall be at least 1 ft. (300mm) long and made of stainless steel.

Weather conditions: sunny skies, foggy, cloudy, etc.

Most recent measurable precipitation in 24 hours: rained 3/8 in (10mm) yesterday, etc.

Temperature in Fahrenheit at the beginning of the test and at the end of the test.

Description of the terrain, such as: wooded area, flat, sandy soil, standing water, heavy dew, grassy, etc.

Date and time of the soil resistivity testing.

Wenner 4-Point Method - Soil Resistivity Measurement Data Form fully filled out for each soil resistivity test location. Data form shall be submitted in MS Excel format and Adobe pdf format.

At least four (4) representative photos of the site conditions and terrain where the test measurements were taken.

2.3 Project References

OFFEROR must identify at least three client references for projects in each scope area within the last five years. OFFEROR must provide these references in an organized Table(s) with project name, project manager, project description, client name, client contact information including email, website, telephone, and fax numbers.

2.4 Project Team

Each OFFEROR must identify the project management team that they will assign to each scope area for the duration of its CONTRACT with GPA. GPA will need to agree to any replacements made for the project team. The OFFEROR must provide the curriculum vitae, publications list, and project experience for each team member. The OFFEROR must provide an organizational chart for this project team.

SECTION 5.0: PROPOSAL SUBMITTAL CONTENT

3 NON-PRICED PROPOSAL CONTENT

OFFERORS must submit non-priced proposals that include:

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

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

5. Proposal must be free of any price information.
6. Completed Affidavits:
 - a. Major Shareholders Disclosure Affidavit
 - b. Non-Collusion Affidavit
 - c. No Gratuities or Kickbacks Affidavit
 - d. Ethical Standards Affidavit
 - e. Declaration Re-Compliance with U.S. DOL Wage Determination
 - f. Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property

SECTION 6.0: PROPOSAL EVALUATION

4 EVALUATION PROTOCOL

The evaluation format is a two-step process. In the first step, GPA evaluates each OFFEROR'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 OFFEROR'S submittal and rank each from most acceptable to least acceptable. GPA may choose to select one, any or none of the OFFERORS for the second step in the procurement process: contract negotiations.

GPA reserves the right to select one or more or none of these OFFERORS to negotiate a contract for communication services, installation and operations and maintenance services for GPA's internal communication and network infrastructure.

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

4.1 Evaluation Criteria and Proposal Scoring

Table 3 lists the evaluation criteria and preliminary scoring. GPA will convene a committee of no less than three people. These people will elect a committee chairperson.

Scoring and evaluation shall occur in three steps:

Step 1: Individual Committee Member Evaluation and Scoring of Proposal

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

Proposals that score (weighted) greater than or equal to 100 points are deemed acceptable. Proposals that score (weighted) between 70 and 100 points, inclusive, are deemed potentially acceptable. Proposals scoring (weighted) below 70 points are deemed unacceptable.

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

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- 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 OFFEROR(s) from Step 2.

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

Table 3, RFP Evaluation Criteria

Criteria	Maximum Points	Weighted Score
Basic Proposal Requirements – Per Section 5.0	10	35%
Offeror Qualifications – Per Item 1 of Section 5.0	10	40%
Client References – Per Item 2 of Section 5.0	10	25%
Total	30	100%

Appendix A – Evaluation Worksheets

**STEP ONE EVALUATION FORM
EVALUATION SUMMARY**

Evaluator: _____

Offeror: _____

Date: _____

Criteria	Maximum Points	Weighted Score
Basic Proposal Requirements – Per Section 5.0		
Offeror Qualifications – Per Item 1 of Section 5.0		
Client References – Per Item 2 of Section 5.0		
Total		

STEP TWO EVALUATION FORM

Evaluator: _____

Date: _____

Ranking

Row #	OFFEROR	RANK	POINTS
1		1	5
2		2	3
3		3	1

STEP TWO COMMITTEE- EVALUATION FORM

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

Evaluator Signatures

	Date _____		Date _____
	Date _____		Date _____
	Date _____		