



GUAM POWER AUTHORITY  
ATURIDAT ILEKTRESEDAT GUAHAN

JOSEPH T. DUENAS  
Chairman

P.O. BOX 2977 \* AGANA, GUAM U.S.A. 96932-2977

JOHN M. BENAVENTE, P.E.  
General Manager

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

Accountability · Impartiality · Competence · Openness · Value

REQUEST FOR PROPOSAL: GPA-RFP-18-008

DESCRIPTION: OPERATION AND MAINT. OF THE CONTINUOUS EMISSIONS MONITORING SYS. & RICE MACT

**SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS**

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in their technical proposal envelope, one (1) bound paper original, 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.

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

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

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

[XX] OTHERS: A Guam Business License is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Offerors MUST comply with PL 26-111 dated June 8, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act ([www.wdol.gov](http://www.wdol.gov)). Additionally, upon award the successful firm/individual must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

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

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

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

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

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

REQUEST FOR PROPOSAL NO.: GPA-RFP-18-008

FOR

OPERATION AND MAINTENANCE OF THE  
CONTINUOUS EMISSIONS MONITORING SYSTEM & RICE MACT  
OPERATIONS AND MAINTENANCE



A handwritten signature in black ink, appearing to read "JJ Cruz", is written over a horizontal line.

**John J. Cruz, Jr., P.E.**

*Asst. General Manager of Eng'g and Technical Services*

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

**John M. Benavente, P.E.**

*General Manager*

2018

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

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# 1 INSTRUCTIONS TO OFFEROR

## 1.1 DEFINITIONS

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

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

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

## 1.2 PROPOSALS

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

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

## 1.3 PROPRIETARY PORTIONS OF PROPOSALS

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

## 1.4 PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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

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

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

Request for Proposal No.: GPA-RFP-18-008 must be submitted before 4:00 P.M., July 13, 2018, in a sealed envelope indicating the RFP number and addressed as follows:

To: Guam Power Authority  
GPA Procurement Office  
Gloria B. Nelson Public Service Building  
688 Route 15  
1<sup>st</sup>. Floor, Room 101  
Fadian, GU 96913

Attn: Jamie L.C. Pangelinan  
Supply Management Administrator

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

## 1.5 EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority requesting for interpretation. OFFERORS should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective OFFERORS, and its receipt by the OFFEROR should be acknowledged on the proposal form.

## 1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for

Proposal, the OFFEROR must promptly notify GPA in writing no later than (4) four working days prior to the closing date of this RFP 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.

## 1.7 ALTERNATE PROPOSALS

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

## 1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

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

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.

## 1.9 COMPLETE PROPOSALS

OFFERORS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any OFFEROR. GPA may, in its sole discretion, request from OFFERORS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

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

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

## 1.10 POST-PROPOSAL MEETING

After the receipt of proposals, GPA may request 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.

## 1.11 PROPOSAL INCONSISTENCIES

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

## 1.12 SUBCONTRACTOR

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

## 1.13 SUBMITTAL FORMAT

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

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

## 1.14 SIGNATURE

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

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



## 1.15 INQUIRIES

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

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

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

**Note:** Cut-Off Date for Receipt of Questions shall be 4:00 P.M., June 29, 2018. Inquiries received after the deadline shall not be entertained.

## 2 GENERAL TERMS AND CONDITIONS

### 2.1 AUTHORITY

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

### 2.2 GENERAL INTENTION

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

### 2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, 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.

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

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

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

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in 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 not be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected OFFEROR and GPA to successfully negotiate contract terms for the scope of services requested.

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

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

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

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

## 2.5 EXECUTION OF THE ORDER

The OFFEROR to whom the Order is awarded (the "successful OFFEROR") shall execute and deliver to GPA the Contract prior to performing any services on GPA premises. A written notice will be issued to the most successful 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 in the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and the OWNER is satisfied that the OFFEROR is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project scope or for any combination of project scope.

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

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

## 2.6 MODIFICATION / ALTERATION

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the 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 the Guam Power Authority 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. The Guam Power Authority 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 Guam Power Authority and/or his/her designee(s).

## 2.12 REQUIRED FORMS

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

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

## 2.13 CONTRACT TERM

GPA and the CONTRACTOR agree this CONTRACT will be for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional 1 year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

## 2.14 JUSTIFICATION OF DELAY

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay.

Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

## 2.15 INVOICING AND PAYMENT TERMS & CONDITIONS

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

## 2.16 TAXES

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

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

## 2.17 LICENSING

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

## 2.18 COVENANT AGAINST CONTINGENT FEES

The OFFEROR warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the Contractor, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to 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.

## 2.19 ASSIGNMENTS

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

## 2.20 EQUAL EMPLOYMENT OPPORTUNITY

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

## 2.21 AMERICAN DISABILITIES ACT

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

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

All OFFERORS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

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

## 2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

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

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

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

## 2.24 MAJOR SHAREHOLDERS DISCLOSURE AND NON-COLLUSION

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

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

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

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

## 2.25 NON-COLLUSION

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

## 2.26 ETHICAL STANDARDS

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

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

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



<b>3 FORM OF CONTRACT</b>
---------------------------

## CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2018, by PROPONENT NAME, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to perform professional services for a project known and described as "OPERATION AND MAINTENANCE OF THE CONTINUOUS EMISSIONS MONITORING SYSTEM & RICE MACT OPERATIONS AND MAINTENANCE", GPA-RFP-18-008, hereinafter called the "Project".

### RECITALS

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

WHEREAS, GPA is required to secure services for the Operation and Maintenance of the Continuous Emissions Monitoring System & RICE MACT Operations and Maintenance to ensure and verify compliance of its power generating units with its permitted emission limits; and

WHEREAS, GPA seeks CONTRACTOR services to for the Operations and Maintenance of the Continuous Emissions Monitoring System & RICE MACT Operations and Maintenance on all its Power Generating Facilities; and

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

WHEREAS, the Guam Power Authority will enter into a contract for Professional and Technical Services for Operation and Maintenance of the Continuous Emissions Monitoring Systems & RICE MACT Operations and Maintenance based on the established scope of work; and

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

### SECTION I - SERVICES OF THE CONTRACTOR

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

- A. The CONTRACTOR shall provide services as described in the detailed scope of work provided in the Scope of work in GPA-RFP-18-008.
- B. The CONTRACTOR has assigned \_\_\_\_\_ as the Project Manager for this Contract. Prior written approval is required in the event the CONTRACTOR needs to change the Project Manager. The CONTRACTOR shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONTRACTOR shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

### SECTION II - PERIOD OF SERVICE

GPA and the CONTRACTOR agree this CONTRACT will be effective commencing \_\_\_\_\_, 2018 for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional one (1) year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

**SECTION III - CONTRACTOR'S COMPENSATION**

- A. The total compensation to CONTRACTOR for services in this CONTRACT is the lump sum of: \_\_\_\_\_, plus approved adjustments.
- B. GPA shall pay the CONTRACTOR using a method mutually agreed upon by GPA and the successful Offeror.

**SECTION IV - CONTRACTOR'S STATUS**

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

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

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

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

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

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

**SECTION VII - TERMINATION**

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

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

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

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

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

### **SECTION VIII - CHANGES**

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

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

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

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

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

### **SECTION XI - TAXES**

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

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

### **SECTION XII – NOTICES**

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

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

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

### **SECTION XIII – GOVERNING LAW**

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

### **SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS**

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

**SECTION XV – INDEMNIFICATION**

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

**SECTION XVI – DISPUTES**

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

**SECTION XVII – RELEASE OF INFORMATION**

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

**SECTION XVIII – INSURANCE**

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

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

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

\_\_\_\_\_  
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

## 4 SCOPE OF WORK

# Continuous Emission Monitoring System and RICE MACT Operations and Maintenance

### 4.1 INTRODUCTION AND SUMMARY

Guam Power Authority (GPA) is soliciting proposals from qualified professionals to provide the following services:

1. Continuous Emissions Monitoring Systems (CEMS) and;
2. RICE MACT catalyst and Continuous Parametric Monitoring System (CPMS).

The tests and maintenance must be in accordance to applicable local, federal, and permitting requirements.

### 4.2 PROJECT DESCRIPTION

The Guam Power Authority (GPA) is required by its USEPA PSD Permits and Guam EPA Permits to operate and maintain the following:

1. **Continuous Emission Monitoring Systems (CEMS)** to measure stack gas nitrogen oxides (NO<sub>x</sub>) concentrations shall meet USEPA monitoring performance specifications (40CFR 60.13 and 40 CFR 60 Appendix B, Performance Specifications 2 and 3 and stack gas volumetric flow rates in accordance to 40 CFR 52, Appendix E.:
  - a. The Tenjo Generating Station CEMS operation and maintenance is for the six (6) 4.8 MW Units #1, #2, #3, #4, #5, and #6. These CEMS systems are in place, and have been operated and maintained by prior contracts and;
  - b. **Option to add:** GPA Piti Plant 8 & 9 CEMS operation and maintenance is for the two (2) 45.2 MW Diesel Engine with waste heat recovery boilers Units DE #8 & #9

**IMPORTANT:** *Piti Units 8 & 9 is owned and operated by Marianas Energy Co. (MEC) until it's turnover to the Authority in Fiscal Year 2019.*

2. **Reciprocating Internal Combustion Engine Maximum Achievable Control Technology and Continuous Parametric Monitoring System (RICE MACT-CPMS)** Performance Testing, Operations and Maintenance that is required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) for the following generators:
  - a. Tenjo (6) 4.8 MW Units #1, #2, #3, #4, #5, and #6
  - b. Talofofo (2) 4.8 MW #1, and #2 and;
  - c. Maneggon (2) 5.3 MW Units #1, and #2
  - d. **Option to add:** Piti 8 & 9. The units are currently fueled by RFO#6. We have plans to convert them to run on ULSD by around 2021. This conversion will require the installation of Oxidation Catalysts to comply with RICE MACT requirements.

**\*\*\*NOTE:** *Offeror's must provide a quote for ALL units to be eligible to participate in this RFP\*\*\**

#### 4.3 REGULATORY GUIDANCE

Compliance with Guam EPA and USEPA Permit Requirements, these permits include the requirement of complying with various sections and appendices of 40 CFR Part 60 and Part 52, and any other applicable local and federal regulations.

The USEPA PSD Permits and for the Tenjo Power and Piti 8 & 9 Generating Facilities are attached for your review.

1. Tenjo Generating Station (Tenjo Units #1, #2, #3, & #4) USEPA PSD Permit No. NSR 4-11, GU 93-02 dated May 16, 1996.
2. Tenjo Power Plant (Tenjo Units #5 & #6) USEPA PSD Permit No. NSR 4-11, GU 98-01.
3. Air Pollution Control Permit (Title V) No. Fo-008 issued May 11, 2009
4. Piti 8 & 9 USEPA PSD Permit GU 97-01
5. Piti 8 & 9 Air Pollution Control Permit (Title V) No. 01-MAJFOPP0329.12 issued March 29, 2007

It was also determined that the National Emission Standard for Hazardous Air Pollutants for Stationary Reciprocating Internal Combustion Engines (40 CFR Part 63, Subpart ZZZZ) is applicable to the diesel engine generators at Tenjo, Manenggon and Talofofo Facilities. In accordance with this regulation, each diesel generator is classified as an existing compression ignition stationary engine greater than 500 hp located at an area source of HAPs. Therefore, the operational, maintenance and record keeping requirements have been incorporated into the proposed Title V permits for all three facilities.

#### 4.4 GUAM EPA / USEPA APPROVAL

The operation, maintenance, quality control, quality assurance, calibrations, required test plans and testing, required reporting and recordkeeping, and all other related tasks required to ensure compliance must meet Guam EPA and USEPA Region 9 approval, whichever applicable.

#### 4.5 REQUIRED TASKS

GPA is seeking the services of qualified contractors of the following:

- to operate and maintain the CEMS at this site and provide services required to ensure GPA's compliance with the operation of these CEMS.
- to conduct performance tests and maintain the RICE MACT catalyst and provide services required to ensure GPA's compliance with its operation.

##### 4.5.1 **Operation, Maintenance, Data Collection, Recordkeeping, Reporting, Notification and Testing**

###### **A. CEMS**

The contractor shall take all precautions necessary to ensure that the operation, maintenance, data collection, record keeping, reporting, notification and testing are of the highest quality and shall be conducted in a manner that complies with applicable local or federal permit requirements.

The operation and maintenance of the CEMS must incorporate all required Quality Control/Quality Assurance including obtaining satisfactory, reliable, and useable emissions monitoring data for monitoring, recordkeeping, reporting, and notification necessary to comply with GPA's emission limits and operation limitations and parameters set forth in the USEPA and Guam EPA Air Permits for Tenjo Power Plant Units #1, through #6 and Piti 8 & 9.

The operation and maintenance of the CEMS must comply with the established CEMS Operation Manual for the Tenjo and Piti Units. The qualified contractor is required to conduct the required start-up, daily operation, calibrations, daily, weekly, monthly, quarterly, bi-annual and annual scheduled preventive maintenance and any unscheduled

maintenance tasks, data collection, data reporting, proper notifications, and trouble shooting. The qualified contractor is also responsible to conduct the required accuracy audit procedures to include, but not limited to, the **Reference Method (RM) Measurement Point, CEMS Calibration Drift (CD), Relative Accuracy (RA) Test, Cylinder Gas Audit, and the Relative Accuracy Test Audit (RATA)** in accordance to 40 CFR Part 60, and other applicable and local regulations.

The contractor is required to notify and report to GPA's Plant Supervisor, Generation, and Planning and Regulatory of all alarms encountered by the CEMS, to include excess emissions, system problems, downtime, etc., within 24 hours of such alarm encountered. The 24-hour notification and report shall include a description of the malfunctioning equipment or abnormal operation, the date and time of the initial failure, the estimated resultant emission in excess of the permit conditions, and the method utilized to restore normal operations.

The contractor shall also submit a monthly report for each affected unit, the one hour averages and three hour averages, a summary of excess emission data, to include but not limited to, data and time of commencement, duration, magnitude of excess (with computation), identification of nature and caused of excess emission, and the corrective action taken or preventive measures adopted to address excess emissions, and a summary of CEMS downtime, to include date and time of commencement and duration for which the CEMS was inoperative, the nature and cause of system error or downtime, and system repairs or adjustment made. In addition, the contractor shall submit in its monthly reports any issues and concerns and any pertinent information relating to the operation and maintenance of the CEMS, or the individual units affecting the CEMS operation, or excess emissions. The contractor shall submit these monthly reports by the 10th day of the following month to Planning and Regulatory and Generation.

The contractor shall maintain a complete inventory of spare parts for each individual gas analyzer as specified in the above manuals.

## B. RICE MACT Catalyst

The contractor must perform following performance test, maintenance and record keeping requirements have been incorporated into the proposed Title V permits for all three facilities:

- To prepare notification of compliance (testing) which must comply with the specified emission limitations for stationary RICE to be submitted to GEPA
- Conduct performance testing every 8,760 hours or 3 years
- Submit records demonstrating that the required operational and maintenance requirements were performed.
- Perform maintenance procedures based on the **manufacturer's recommendation**
  - Comprehensive maintenance and inspection program for both the catalyst and engine are as follows:
    - Data Recording
    - Physical Inspection
    - Catalyst Analytical Testing
    - Catalyst cleaning
    - Gasket Replacement
  - Ship out catalyst elements for cleaning/washing at Miratech (Miratech regular maintenance services are free, but the elements must be shipped to Miratech. Return shipping must also be included)
- Perform troubleshooting problems with the catalyst and data loggers
- Supply replacement parts for the catalyst repairs and maintenance
- Provide report of the performance of the catalyst and the data logger

#### 4.5.2 Required Test Plans, Reports, and other Documents

The contractor shall prepare and submit any and all required test plans, reports, and documents required by this Scope of Work to Generation and Planning and Regulatory for comments and review prior to finalization and submittal to GPA, Guam EPA, or USEPA. Contractor must be aware of the specific timeline required for submittal of these reports to GEPA and USEPA to ensure that Generation and Planning and Regulatory are given ample time for review and comments for review and comments and still meet the due dates for submittal. The test plan and report must be written in a manner required by GEPA or USEPA to ensure compliance with all applicable requirements.

#### 4.5.3 Time Period

The tasks required by this scope of work must be completed by September 30, 2018. Contractor must demonstrate that it is capable of coordinating, scheduling, and planning of all required tasks to ensure that all tasks will be completed within this time frame.

#### 4.6 QUALITY ASSURANCE

- 1) **CEMS: Quality Assurance and Quality Control (QA/QC)** must be implemented in the operation and maintenance of the CEMS. This can be found in the QA/QC Plan, which will need updating when changes are made to the CEMS and Operation & Maintenance of the system. In addition, selected qualified professionals will be required to update the CEMS computer system, communication systems, and alert systems so as to provide an effective and efficient way to assist in the recordkeeping, reporting, notifications, and documentation required in applicable local, federal, and permitting requirements, which must also be incorporated in the CEMS SOP. Selected qualified professionals may also be required to provide training on the operation and maintenance routine of the CEMS to a few select GPA employees.
- 2) **CPMS-Site Specific Monitoring Plan (CPMS-SSMP):** Prepare an CPMS-SSMP for each required for each site. The requirements for the SSMP are specified in 40 CFR Part 63.6625 (b)(1)(i) -(v) and 40 CFR Part 63.8(d), and include addressing the following monitoring system design, data collection and quality assurance and quality control procedures elements. Additionally, § 63.8(e)(i), as referenced in § 63.8(d), requires to develop and implement a CMPS performance evaluation test (PET) plan. An existing plan prepared for Tenjo which needs updating and can be used as reference for the other specific site plans.

#### 4.7 DELIVERABLES AND WORK PRODUCTS

The deliverables and work products are established above in Section 4.5 and include the following:

- Required Monthly and Quarterly Reports (CEMS only)
- Required Test Plans and Test Reports (i.e. RATA & CGA) (CEMS only)
- Update QA/QC Plan (CEMS only)
- Required performance tests and maintenance report (RICE MACT Catalyst only)

The contractor is expected to prepare and submit the above documents or plans to GPA in both hard copy and electronic file formats. Electronic files will be made with Adobe Acrobat 2015 or later. We may also request files formatted in Microsoft Office 2016 (or later) Applications (i.e. MS Word, Excel). Following submittal of these documents and plans, the contractor may be asked by GPA to make certain revisions or otherwise edit these materials. Following revision of these documents or plans, if necessary, the contractor will be required to resubmit three (3) hard copies and two (2) soft copies (on CD) of the final reports to GPA within 10 days or earlier to ensure submittal, if required, to Guam EPA and USEPA within the required time frame. All deliverables must comply with applicable local, federal, and permit requirements.



#### 4.8 OPTION TO RENEW

The base contract period shall be for three (3) years. The contract may be extended for a period no more than two (2) years beyond the base contract period (for a maximum contract length of five years).

#### 4.9 PROJECT REFERENCES

PROPONENT must identify at least three client references for projects in each scope area within the last five years. PROPONENT 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.

#### 4.10 PROJECT TEAM

Each PROPONENT 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 PROPONENT must provide the curriculum vitae, publications list, and project experience for each team member. The PROPONENT must provide an organizational chart for this project team.

## 5 PROPOSAL SUBMITTAL CONTENT

### NON-PRICED PROPOSAL CONTENT

PROPONENTS must submit non-priced proposals that include:

1. Detailed description of OFFERORS qualifications to deliver on the scope of work and projects addressed in this RFP.
2. Three client references on projects completed within the last five years related to the projects and scope of work addressed in this RFP.
3. Detailed description of the processes and services that the OFFERORS will use to deliver on the scope of work and projects addressed in this RFP.
4. Describe in detail the team and organizational structure that the OFFERORS 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.

## 6 EVALUATION PROPOSAL

The evaluation format is a two-step process. In the first step, GPA evaluates each OFFERORS 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 OFFERORS 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 OFFERORS having the most acceptable proposal for the work scope under consideration. If it fails to successfully conclude negotiations with this OFFERORS, it may terminate negotiations with this OFFERORS and begin negotiations with the OFFERORS 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.

### 6.1 EVALUATION CRITERIA AND PROPOSAL SCORING

Tables 1 and 2 below lists the step one evaluation criteria form and step two final evaluation results form. GPA will convene a committee of no less than three people. These people will elect a committee chairperson.

Scoring and evaluation shall occur in three steps:

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

Each committee member will score each PROPONENT'S proposal using the *Step One Evaluation Form* with 5 points as the maximum score and by multiplying it to the raw score weight will get the weighted score for each evaluation factor. The weighted scores will be totaled to determine the evaluation scores for each proponent then proceed to Step 2.

#### Step 2: Final Evaluation of Bidder Qualifications

After all the proposals have been scored under Step One, the Committee Chair will request the Committee to evaluate on Step 2 under Individual Scope Scoring.

Each committee member will rank each proposal from highest weighted to lowest score using the *Step Two Evaluation Form*. Total points will be gathered and will be categorized as A = Acceptable if rating is greater than or equal to 1100 points; PA = Potential Acceptable if score is greater than or equal to 962 points and U=Unacceptable is score is less than 962 points for each proponent. In the event of ties, the Chairman breaks the tie.

### 6.2 NEGOTIATION AND AWARD

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

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

## COST SCHEDULE FORM

Generator Unit	Description	Amount
T enjo Diesel Unit 1-6	CEMS Operations and Maintenance	
<b>Option to Add</b> Piti Unit no. 8 Diesel Unit	CEMS Operations and Maintenance	
<b>Option to Add</b> Piti Unit no. 9 Diesel Unit	CEMS Operations and Maintenance	
T enjo Diesel Unit 1	RICE MACT Operations and Maintenance	
T enjo Diesel Unit 2	RICE MACT Operations and Maintenance	
T enjo Diesel Unit 3	RICE MACT Operations and Maintenance	
T enjo Diesel Unit 4	RICE MACT Operations and Maintenance	
T enjo Diesel Unit 5	RICE MACT Operations and Maintenance	
T enjo Diesel Unit 6	RICE MACT Operations and Maintenance	
T alofofo Diesel Unit 1	RICE MACT Operations and Maintenance	
T alofofo Diesel Unit 2	RICE MACT Operations and Maintenance	
Manengon Diesel Unit 1	RICE MACT Operations and Maintenance	
Manengon Diesel Unit 2	RICE MACT Operations and Maintenance	
<b>Option to Add</b> Piti Unit no. 8 Diesel Unit	RICE MACT Operations and Maintenance	
<b>Option to Add</b> Piti Unit no. 9 Diesel Unit	RICE MACT Operations and Maintenance	
<b>Other Costs:</b>		

Note: Please use another sheet if needed

**ATTACHMENT 2      EVALUATION AND SCORING FORM**

Table 1 CEMS  
Step One Evaluation Form

**Individual Committee Member Evaluation and Scoring of Proposal**

EVALUATION FACTORS		Raw Score Weight	MAX Possible Score	MAX Weighted Possible Score	RAW SCORE	WEIGHTED SCORE
<b>A. CONTRACTOR'S KNOWLEDGE AND UNDERSTANDING</b>		<b>20</b>	<b>25</b>	<b>500</b>		
A.1	Must have the Knowledge of the different test methods required on the Title V permit for the Continuous Emissions Monitoring System (CEMS), Relative Accurative Test Audit (RATA), Cylinder Gas Audit (CGA) and the 40 CFR 63 Subpart ZZZZ Regulatory requirements for the RICE MACT.		5			
A.2	Understanding of the technical objectives and requirements for preparing and submitting of an emission test plan, conducting the emissions test, preparing and submission of monitoring and test reports on the operation and maintenance of the Continuous Emissions Monitoring System (CEMS), Relative Accurative Test Audit (RATA), & Cylinder Gas Audit (CGA) as required on the Title V permit.		5			
A.3	Understanding of the technical objectives and requirements for preparing and submitting of an emission test plan, conducting the emissions test, preparing and submission of test reports of the Oxidation Catalyst and Data logger for RICE MACT.		5			
A.4	The ability of interpreting test results, identifying causes of excess emission and making recommendations to mitigate		5			
A.5	Ability to provide accurate reliable emissions tests results and report promptly.		5			
<b>B. EXPERIENCE OF FIRM</b>		<b>20</b>	<b>25</b>	<b>300</b>		
B.1	Experience of the firm in CEMS Operation and Maintenance requirements for these types of facilities to ensure compliance by GPA		5			
B.2	Experience of the firm in RICE MACT Oxidation Catalyst Operation and Maintenance requirements for these types of facilities to ensure compliance by GPA		5			
B.3	Years of experience in the operation, and experience in executing CEMS, RATA, CGA & RICE MACT monitoring and testing programs		5			
B.4	Equipment inventory and the firm's ability to maintain and operate CEMS, RATA, CGA & RICE MACT testing and data processing system		5			
<b>C. EXPERIENCE OF KEY PERSONNEL</b>		<b>15</b>	<b>10</b>	<b>150</b>		
C.1	Identified key personnel must be committed to the project for the duration of the work		5			
C.2	Firm must have skilled competent personnel, experienced to work on the specific type of equipment and required certifications/accreditations		5			
<b>D. COST EFFECTIVENESS AND EFFICIENCY</b>		<b>15</b>	<b>5</b>	<b>75</b>		
D.1	Demonstration of management's ability to effectuate the project in a cost effective and efficient manner.		5			
<b>E. COORDINATION AND ENVIRONMENTAL COMPLIANCE</b>		<b>15</b>	<b>10</b>	<b>150</b>		
E.1	Ability to work with and coordinate all tasks with GPA personnel, USEPA, Guam EPA to ensure compliance with all federal, local and permitting requirements		5			
E.2	Ability to communicate with clients to avoid problems and unexpected delays and providing high quality customer service		5			
<b>TOTALS</b>		<b>85</b>	<b>75</b>	<b>1175</b>		
<b>EVALUATION RATING:</b>						

<b>ACCEPTABLE- Scores Greater Than or Equal to:</b>	1100
<b>POTENTIALLY ACCEPTABLE: Scores is Greater Than or Equal to:</b>	962
<b>UNACCEPTABLE- Scores are less than:</b>	962

Table 2 CEMS  
Step Two Evaluation Form

Final Evaluation of Bidder Qualifications				
CEMS/RICE MACT BIDDER TOTAL POINTS				
EVALUATOR	BIDDERS			
	COMPANY A	COMPANY B	COMPANY C	COMPANY D
Evaluator 1				
Evaluator 2				
Evaluator 3				
Evaluator 4				

CEMS/RICE MACT BIDDER TOTAL POINTS EQUIVALENT				
EVALUATOR	BIDDERS			
	COMPANY A	COMPANY B	COMPANY C	COMPANY D
Evaluator 1				
Evaluator 2				
Evaluator 3				
Evaluator 4				
MAJORITY RESULTS:				

A-Acceptable

'>/='

1100

PA-Potential Acceptable

'>/='

962

U-Unacceptable

'<'

962

**APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**



**MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

TERRITORY OF GUAM            )  
   )ss.  
 HAGATNA, GUAM                )

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

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

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

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

<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 is a partnership; Officer, if the bidder is a  
 corporation.

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

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

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

**APPENDIX B    NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

TERRITORY OF GUAM )  
 )ss.  
HAGATNA, GUAM )

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

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

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

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

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

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

**APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT**

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

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

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

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

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

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

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

APPENDIX D ETHICAL STANDARDS AFFIDAVIT

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

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

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

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

\_\_\_\_\_

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

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

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

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

**APPENDIX E      DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE  
DETERMINATION**



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

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

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

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

(1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

\_\_\_\_\_  
 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:

**APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS**

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, 2XXX).*

\_\_\_\_\_  
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