



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

To All Interested Parties:

The Guam Power Authority, Procurement Office will continue its efforts with improvement towards accountability, transparency, and efficiency to better serve GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Virtual meetings and/or conferences are preferred and will be coordinated through the GPA Procurement Division.
2. For In-Person meetings and/or conferences:
 - a. Please contact our office for scheduled hand delivery of Sealed RFP submission on or before scheduled Opening/Closing date and time with confirmation via:
Tel: (671) 648-3054/5 and/or (671) 648-3045
Email: GPA-Interested-Parties@gpagwa.com
 - b. Face masks and social distancing may be employed at the option of the individual.

COMPANY NAME:

REPRESENTATIVE NAME:

Print / Sign

Date

BID NO.: _____

RFP NO.: GPA-RFP-24-007



JOSEPH T. DUENAS
Chairman

GUAM POWER AUTHORITY
ATURIDĀT ILEKTRESEDĀT GUĀHAN
P.O. BOX 2977 HAGĀTÑA, 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-24-007

DESCRIPTION: Electric Vehicle Managed Charging 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 format copy in CD, DVD and/or USB Flash Drive, at the date and time for proposal remittance. All sealed proposal submissions must be hand delivered, delivered by mail, or delivered by other courier service to:

ISSUING OFFICE:
Guam Power Authority-Procurement Office
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

- STATEMENT OF QUALIFICATION;
- AFFIDAVIT OF DISCLOSURE OF OWNERSHIP; *Pursuant to Public Law 36-13*
- NON-COLLUSION AFFIDAVIT; *Pursuant to Public Law 36-13*
- NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- ETHICAL STANDARDS AFFIDAVIT;
- WAGE DETERMINATION AFFIDAVIT;
- RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
- CONTINGENT FEES 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.

***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-2 -007

FOR

ELECTRIC VEHICLE MANAGED CHARGING SERVICES



FRANCIS J. IRIARTE, P.E.
(ACTING) Manager, Strategic Planning
and Operations Research Division

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

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER

AUGUST 2023

REQUEST FOR PROPOSAL

GPA-RFP-24-007

FOR

“Electric Vehicle (EV) Managed Charging Services”

The Guam Power Authority (GPA) is soliciting proposals from interested and qualified individuals or firms to provide Electric Vehicle Managed Charging Services, and associated charging devices which include design, engineering, installation, maintenance and support services.

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

Deadline for submission of all proposals is **March 28, 2024 at 4:00 P.M. (ChST)** at the GPA Procurement Office and will be received in accordance with §3114(f) 2 GAR of the Procurement Regulations. All proposals must be submitted to the attention of the Procurement Manager.

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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 be considered.

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

All sealed proposal submissions may be hand delivered, delivered by mail, or delivered by other courier service and received at the place of opening on or before

the closing date and time. Proposals received through mail will not be accepted if such mail is received at the issuing office (see below) 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-24-007 must be submitted before 4:00 P.M. (ChST), Thursday, March 28, 2024 in a sealed envelope indicating the RFP number and addressed as follows:

To: Guam Power Authority – Procurement Office
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

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

c/o JAMIE LYNN C. PANGELINAN
Supply Management Administrator

Examination of RFP Documents: OFFEROR shall examine the RFP documents to inform himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him/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 date specified in Section 1.15, INQUIRIES* 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 CLARIFICATIONS AND ELECTRIC VEHICLE MANAGED CHARGING DEMONSTRATIONS

After the receipt of proposals, and during the evaluation period, GPA may request from selected OFFERORS clarifications on their proposals. GPA will also request from all OFFERORS a electric vehicle managed charging demonstration based on the requirements specified in Sections 4 and 5 of this RFP. Failure by an OFFEROR to provide clarification(s) and demonstration(s) shall impact evaluation scoring and may be cause for disqualification. All clarifications shall be documented by OFFERORS as addenda to the submittals. GPA reserves the right to request clarifications from only those OFFERORS whom it deems in its best interest.

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 SUBCONSULTANT

If the OFFEROR plans to enter into contracts with partners, subconsultants or subcontractors in order to complete this project, the identification and location of the possible subconsultants with a comprehensive description of their offering shall be submitted with the proposal. GPA reserves the right to disapprove any subconsultants, or a subconsultant'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:

Attn : John M. Benavente, P.E.
General Manager
Guam Power Authority – Procurement Office
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

c/o Jamie Lynn C. Pangelinan
Supply Management Administrator
Telephone No: (671) 648-3054/3055
Facsimile: (671) 648-3165

Note: Cut-Off Date for Receipt of Questions shall be 4:00 P.M. (ChST), Thursday, March 14, 2024.
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, or per specific scope or item of the RFP scope to one, none, or more than one 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 the 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. Ownership & Interest 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
- G. Contingent Fees Affidavit

2.13 CONTRACT TERM

The Contract shall include the arrangement, installation, operation and maintenance of the EV Managed Charging Services to GPA, as well as five (5) years of Annual Maintenance Services, renewable annually. The Contract includes up to five (5) additional Annual Maintenance Years past the five-year base period, for a total contract period of no more than ten (10) years (Base period of up to five Annual Maintenance Periods renewable annually, plus additional five years Annual Maintenance Periods renewable annually), upon mutual agreement of both parties.

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, licenses, 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 OFFEROR, 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 OFFERORS upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the OFFEROR for the purpose of securing business.

2.19 ASSIGNMENTS

OFFEROR 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 FIRM 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 FIRM 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 DISCLOSURE OF OWNERSHIP AND NON-COLLUSION

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

Disclosure of Ownership, Financial, and Conflicts of Interest

(a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.

(b) Definitions.

As used herein, the term "person" shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an "artificial person") recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.

(c) Public Disclosure of Ownership.

- (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
- (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the "relevant disclosure period"). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a "second tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second-tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a "third tier owner") of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.
- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

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.

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.

| |
|---------------------------|
| 3 FORM OF CONTRACT |
|---------------------------|

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

OFFERORS are also required to submit as part of the proposal package, a copy of legal and/or contractual documents that OFFEROR will require GPA to complete, if awarded the contract. Examples of these are license or subscription agreements, customer agreements, or other similar documents.

CONTRACT FOR ELECTRIC VEHICLE MANAGED CHARGING SERVICES

THIS CONTRACT is made and entered into on the ____ day of _____, 2024 by _____, hereinafter called the INDIVIDUAL OR FIRM, and the Guam Power Authority, hereinafter called GPA.

GPA engages the Individual or Firm to provide managed charging devices and services for a project known and described as "Electric Vehicle Managed Charging Services", GPA-RFP-24-007, hereinafter called the "Project".

RECITALS

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

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

WHEREAS, GPA seeks to enter into a contract for Electric Vehicle Managed Charging Services with a Vendor / Solution Provider wherein such devices, hardware, software and services can be provided to the Authority for the benefit of its customers; and

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

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

SECTION I - SERVICES OF THE FIRM

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

- A. The Individual or Firm shall provide electric charging devices and services as described in the detailed scope of work provided in the Scope of work in GPA-RFP-24-007.
- B. The Individual or FIRM has assigned _____ as the Project Manager for this Contract. Prior written approval is required in the event the Individual or FIRM needs to change the Project Manager. The Individual or Firm shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The Individual or FIRM shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The EV Managed Charging Services used shall be compatible to current GPA standards.

SECTION II - PERIOD OF SERVICE

GPA and the Individual or FIRM agree this CONTRACT will be effective commencing _____, for the arrangement, installation, operation and maintenance of the EV Managed Charging Services, including up to five (5) years of Annual Maintenance Services renewable annually, for a total base contract period not to exceed five (5) years, subject to the availability of funds, and by mutual written agreement of both parties. The CONTRACT may be renewed annually on the same

terms and conditions for up to an additional five (5) years past the base period, subject to availability of funding, for total period (Base + Extension Years) not exceeding ten (10) years.

SECTION III – FIRM'S COMPENSATION

As defined for purchase of EV charging devices or services and associated fees, payment shall be due 30 days after receipt of invoice and after successful installation of the EV Managed Charging Services at GPA designated locations. The installation fee shall include design, construction, training, and implementation, and tasks covered under Section 4, Subsection 4.3 A, B and C, in a lump-sum payment excluding travel expenses, which shall be billed based on actual expenses incurred.

Payment for all other services shall follow the payment agreement mutually agreed upon by GPA and the successful FIRM outlined as an attachment to this CONTRACT, with payment options as follows: lump sum, time and materials, or not to exceed payment. GPA shall pay the FIRM amounts due following GPA payment procedures, based upon monthly progress reports and detailed invoices submitted by the FIRM. Such payments shall be made as specified in SECTION VI.

FIRM shall comply with GPA travel policy as outlined in Attachments A and B of this RFP.

SECTION IV - FIRM'S STATUS

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 Agreement, Individual or FIRM and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement unless determined after FIRM selection.

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

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.

GPA shall review submittals by the Individual or Firm and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the Individual or FIRM work. GPA will keep the Individual or Firm advised concerning the progress of GPA's review of the work. The Individual or FIRM agrees that GPA's inspection, review, acceptance or approval of Individual or Firm work shall not relieve Individual or FIRM responsibility for errors or omissions of the Individual or FIRM or its sub-consultant(s) or sub-contractor(s).

SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS

All Invoices shall include supporting documents (i.e., timesheets, shipping invoices, bill of materials, 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 the date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the Individual or FIRM.

SECTION VII - TERMINATION

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

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

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

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

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

SECTION VIII - CHANGES

GPA may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this 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

Individual or Firm 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

FIRM shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

Guam Power Authority shall have no tax liability under this contract.

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

SECTION XII – NOTICES

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

| | |
|-------|---|
| TO: | Name and Address |
| | |
| COPY: | If applicable, Name and address |
| FAX: | Fax number |
| | |
| TO: | Guam Power Authority P.O. Box 2977 Hagatna, Guam 96932-2977 |
| ATTN: | General Manager |
| FAX: | (671) 648-3165 |

SECTION XIII – GOVERNING LAW

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

SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

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

SECTION XV – INDEMNIFICATION

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

SECTION XVI – DISPUTES

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

SECTION XVII – RELEASE OF INFORMATION

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

SECTION XVIII – INSURANCE

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

SECTION XIX - LICENSING

The FIRMS are reminded that GPA will not consider for award any offer submitted by a FIRM 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 – COVENANT AGAINST CONTINGENT FEES

The FIRM 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 FIRM, 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 FIRM upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the FIRM 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 FIRM not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The FIRM 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 FIRM must meet all ADA regulations and requirements.

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

GCA 5 §5630(c) prohibits the FIRM 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 FIRM 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 FIRM 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 FIRM 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.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day _____, 2024. The Individual or Firm warrants that the person who is signing this CONTRACT on behalf of the Individual or Firm is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

FIRM
Title
Company Name

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

APPROVED AS TO FORM:

Marianne Woloschuk
STAFF ATTORNEY
GUAM POWER AUTHORITY

DATE

4 SCOPE OF WORK

4.1. Background and Objectives

Guam Power Authority (GPA) continues modernization of its electric grid infrastructure through digitization and deployment of Smart Grid technologies combined with a Demand Side Management (DSM) Program which is part of the Energy Sense initiative to support the strategic delivery of energy saving services to their customers.

Based on the maturity of electric vehicles (EV) and increasing market interest of GPA's customers, the effective deployment of EV's in Guam will provide cost and environmental benefits to the island. GPA desires to provide leadership and commercial partnership on the EV Program which is an integral part of GPA's 2021 Integrated Resource Plan.

GPA wants to team with an OFFEROR to initiate a relationship with an EV Managed Charging Services qualified vendor(s) to collaboratively plan, site, design, construct, operate and maintain EV charging devices on Guam in providing customer related services while maintaining the reliability and resiliency of the GPA electric grid. It is envisioned that a pilot location would be jointly selected containing a bank of four - Level 2 chargers and a Level 3 Direct Current (DC) charger that is accessible to EV customers and compliments the demand requirements of the GPA grid. This pilot site would be installed to evaluate all aspects of EV Managed Charging Services. The design aspects for the pilot site would be mutually developed with the vendor(s) and GPA possibly utilizing output from a solar pavilion. GPA wants to partner with the EV Charging Vendor(s) and private industry to work on appropriate charger locations.

Expansion to additional locations with similar characteristics after the pilot location would be part of working with the approved vendor(s), potential commercial and multi-family customers and GPA to finalize a roadmap for meeting customer and GPA grid demand characteristics.

In addition to the technical and functional requirements, GPA has established demand-side energy saving measures and management programs that are designed to implement grid resiliency & reliability, energy efficiency and other conservation measures. Recent legislation from federal agencies (e.g., DOE, EPA and others) have set or increased goals for electric vehicles and their supporting infrastructure. It is desired wherein GPA and a federal agency would enter into an agreement or grant to provide the federal agency with desired electric vehicle programs that meet legislative standards. The federal agency expects to generate savings or contribute towards environmental goals from these programs that will be used to pay for expenses incurred during the initiation and implementation of the program. To accomplish this objective, GPA is desiring to partnering opportunities with the EV Managed Charging Services Vendor(s) that is able to develop, establish and implement Programs with Federal Agencies on Guam. The EV Managed Charging Services Vendor would be responsible for assisting GPA and a Federal Agency in the development, design and implementation of applicable programs as they are applicable with electric vehicles. The projects with the Federal Agencies should be structured so that the Federal Agency pays for the services and equipment provided by the EV Managed Charging Services Vendor(s) and reimburses GPA for direct savings, or "avoided-costs savings" generated from environmental goals and other metrics realized through contracts, programs and projects implemented.

The proposed work breakdown structure (WBS) and overall program logic (Refer to Figure A) related to the EV Managed Charging Services is broken down into three major areas, 1) Define, Plan & Find, 2) Build and 3) Manage & Maintain. This logic provides the steps and supporting tasks for the initial lifecycle for the EV Managed Charging Services Program.

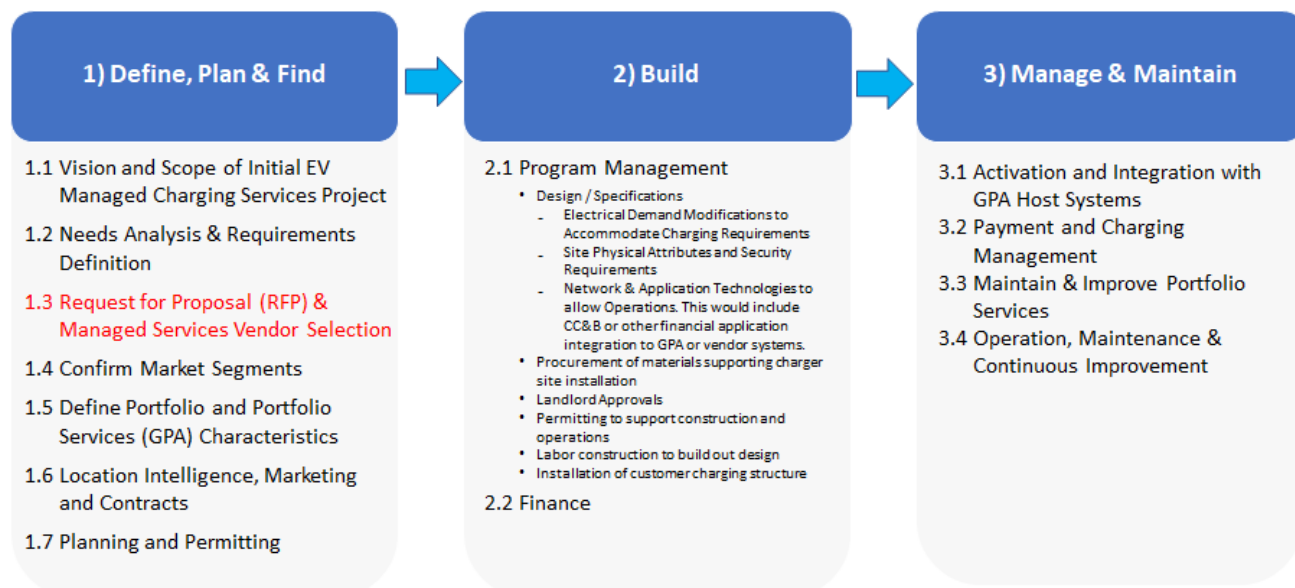


Figure A – WBS and Program Logic for EV Managed Charging Services

This RFP is represented in Task 1.3 Request for Proposal (RFP) & Managed Services Vendor Selection but GPA envisions working with the selected vendor(s) and all other tasks in a partnership. The WBS and logic is meant as a preliminary design and to be refined working with the selected EV Managed Charging Services partner(s).

Currently, the market segments identified for EV Managed Charging Services:

- Residential includes personal single-family residences.
- Multi-Family includes apartments.
- Commercial includes hotels, brick and mortar businesses, service fleets & rental car.
- Public Sector / Government which include offices & facilities, service fleets, defense locations, schools and other applicable business functions.

GPA will confirm with the selected EV Managed Charging Services vendor on the deployment logic related to these segments.

4.2. Electric Vehicle Managed Charging Device and Service Requirements

4.2.1 Technical:

1. The EV Charging Managed Services provider must supply Level 1, 2 & 3 charging units. EVs should be charged with alternating current (AC) or direct current (DC) Electric Vehicle Supply Equipment (EVSE). The AC EVSE units are classified as Level 1, based on a supply of 120 volts (V), or as Level 2, with 208-240 V. They follow the Society of Automotive Engineers (SAE) J1772 standard for interface requirements, allowing for the interchange of basic communication to set charging current limits and ensuring the EV charge cord is only energized when connected to a vehicle.
2. The EVSE should be able to notify user or responsible party of any operational incident or issue. Notifications would include scheduled or conditioned based maintenance activities.
3. Users should have the ability to perform Ad-hoc or produce recurring reports from the EV Charging Managed Services solution. Ability to create a report and then have it available to other users for review and analysis.
4. The system must have the capability to issue notifications in real-time via email or text for GPA user follow-up and any compliance assurance activity.
5. Solution should allow users to perform analysis or reporting without writing any code

6. Data should be acquired, routed, processed and displayed simultaneously on desktops, portables and handheld devices throughout the enterprise
7. The systems shall provide connectivity or export capabilities with Third -Party products for other analysis and decision making.
8. The EVSE vendor shall provide a proposed maintenance plan for their charging equipment.
9. The system must have the capability to add EVSE, customers & facilities in an efficient manner to allow GPA facility growth and scalability of users.
10. The EVSE vendor shall provide a warranty for their charging equipment.
11. The EVSE vendor shall work with GPA on the needed access point for the EVSE and confirmation that it can be installed to the required technical specifications.
12. The EVSE vendor will work with GPA on the selection of locations and charger types. GPA will determine and provide applicable power and metering capabilities to the confirmed locations.
13. High quality and visually attractive materials that are weatherproof, including resistance to rain and wind for Guam.
14. Physical security design such as tamper resistance screws, anti-vandalism hardware, locked enclosures and graffiti resistant coating.
15. EVSE shall be certified and compliant with all GPA Building Codes / Standards (Wind Speeds to 177 mph), Federal regulations/requirements including ADA compliant,
16. The successful company shall provide maintenance services to ensure that all equipment is properly checked, tested and activated for proper operation. The company shall provide a network communications system with a service provider capable of monitoring the EV chargers for any error or malfunction 24 hours/day, 7 days/week.
17. The EVSE could be incorporated as part of a solar pavilion as part of the selected charging location(s). Please list any issues that this could have for the EVSE or is completely compatible.

4.2.2 Finance & Accounting:

1. The EV Charging Managed Service EVSE must be to provide a Point of Sale (POS) system for credit card, debit card and GPA account billing transactions. Possibly a GPA or Debit credit card?
2. "The EVSE Point of Sale (POS) system must integrate with data structure and be compatible with the billing, finance and accounting chart of accounts established within GPA. Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system;"
3. Time of Use (TOU) rates are being worked on in parallel from the GPA CFO business area and will provide the rate flexibility needed for the EV Managed Charging Services Program. The EVSE must be able to send the required data to the TOU meter for complexing billing operations.
4. A Guam Business License is required by the selected vendor as part of contracting with GPA.

4.2.3 Data:

1. The supporting EVSE enterprise database should support "on premise" or "cloud based" operations. Service levels will be defined and negotiated for the EVSE solution.
2. A common and defined naming convention needs to be established across Assets, GIS, Finance, Work and Materials
3. Data should be acquired, routed, processed and displayed simultaneously on in support of the EVSE throughout GPA

4. Unlimited data access and usage will be included in EVSE support agreement which would include for integration with other systems within GPA and supporting business analytics and reporting.

4.2.4 Telecom, Networking & Integration:

1. The system shall be compatible or adaptable with the Electric Power Research Institute's Open Vehicle-Grid Integration Platform Architecture and provide connectivity with standard integration objects to GPA network and business systems. Vendor needs to be implemented within the EPRI standard.
2. The system shall provide connectivity with standard integration objects for financial, billing and asset related data from other systems
3. Integration with GPA should be accomplished by industry standard Web Services or as defined by GPA.
4. System should provide point-by-point level security to allow for a wide range of user types and role based profiles.
5. The EV Managed Charging Services vendor must meet GPA Information Protection guidelines for usage,
6. The systems will support role-based security profiles
7. Fully networked to allow for the management of charging operations including operational status, pricing, power distribution, and charging notifications; GPA will work on network access with the EVSE to provide capabilities.

4.2.5 Installation, Operations, Maintenance & Marketing:

1. The EV Managed Charging Services Vendor must have a plan for Guam for deployment and support. The vendor organization, skills and experience must be communicated to GPA and the level of commitment to Guam as a business location as a company or through an authorized agent. Contract award contingent on-island presence.
2. The EV Managed Charging Services Vendor must have a defined implementation methodology to support the GPA Project.
3. The EV Managed Charging Services must have performed at least 3 deployments in the USA using this methodology for medium to large size electric utilities. List past experience in site planning, implementation and maintenance of EV charging installations for public agencies or equivalent. Provide references from at least 3 entities for which you have implemented similar turn-key solutions that have been in operation for at least one year.
4. The system implementation should be planned to accommodate the operational mode of GPA. This would mean a phased implementation strategy would be needed to implement capabilities and minimize user impacts.
5. Supporting software for the EV Managed Charging system must provide an complete diagnostic and on-line Help facility to aid users in the use of the system.
6. EV Managed Charging Services System should have a system availability of 99% or greater in support of GPA.
7. Customer Service support is needed for GPA by the EV Managed Charging Services Vendor at minimal Monday - Friday (7 am - 6pm) ChST. Operations are 7 / 24 / 365 so this will be negotiated as part of support agreement.
8. The EV Managed Charging Services should assist GPA in their marketing plan, customer outreach and location assessment including ideas for web-site and outward bound communications.
9. The EV Managed Charging Services should have an established user group community to allow for industry knowledge transfer and benchmarking efforts.
10. EVSE shall provide in a table format, the itemized cost for the proposed scope of work and licensing. The initial cost should also include a line item associated with any long-term maintenance agreement with future years' costs

identified by year. Any ongoing costs/fees associated with network and/or payment capabilities/processing should also be provided. If the EVSE has a subscription based model the appropriate tiered pricing will be provided as part of the proposal.

11. The EVSE should provide "on-island" maintenance services to be contracted by GPA or provisions contained in the vendor support agreement. It would be extremely that a work order system be established with GPA GPA - Distribution Operations or another GPA contact in the use of work orders.
12. EVSE will be made aware of all applicable grid and organizational infrastructure / policies
13. The EV charger installation contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.
14. Submittals for each manufactured item shall include manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable Federal, Military and Industry specification references, and all other information necessary to establish contract compliance.

4.3. Deliverables

The OFFEROR's deliverables include:

- A. A Project Plan with supporting documents for accomplishing the goals of this project, including approach, commercial arrangements, technical requirements, maintenance support and operations of planned EV charging devices. The plan shall include a schedule and timeline, and estimated efforts and cost.

4.4. Qualifications

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

- Experience (at least 3 years) and expertise in design, installation, operations and maintenance of electric vehicle charging devices and related managed charging services.
- Successful implementation, completion and operations of similar projects, with a minimum of three (3) years successful operation and maintenance
- Successful customer support, maintenance services and consulting services provided to clients
- Qualifications and experience of project team to be assigned to GPA

GPA will also evaluate past performance on similar projects through the OFFEROR's submission of the following:

- Contact information for at least three Clients for which the OFFEROR has completed projects related to the scope of work related to this RFP in the last three (3) years.

- Other supporting documents showing past performance

Aside from qualifications and past performance, GPA shall also evaluate the OFFEROR's Proposal of which shall follow the requirements specified in Section 5.

5 PROPOSAL SUBMITTAL CONTENT

5.1 Non-Priced Proposal Content

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

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

Section 2. Financial Information. OFFEROR is required to provide copies of financial information on OFFEROR's firm and all subcontractors that will be assigned to fulfill the requirements of the contract. This information shall be for the last three (3) years and should have been reviewed or audited by a qualified firm.

Section 3. Legal and Procurement Documents. OFFEROR shall submit all affidavits and other legal documents required by GPA's Procurement Division.

Section 4. Requirements. OFFEROR is required to provide detailed proposal for and/or responses to the requirements documented in Section 4.2 of this RFP.

Section 5. Qualifications. OFFEROR is required to provide detailed responses to the following:

- Experience (at least 3 years) and expertise in design, installation, operations and maintenance of electric vehicle charging devices and related managed charging services.
- Successful implementation and completion of similar projects, with a minimum of three (3) years successful operation and maintenance
- Successful maintenance services and operational services provided to clients
- Qualifications and experience of project team to be assigned to GPA

Section 6. Past Performance. OFFEROR is required to provide detailed responses to the following:

- Client Reference Information.** Contact information for at least three (3) Clients for which the OFFEROR has completed projects related to the scope of work related to this RFP in the last five years.
- Similar Projects.** OFFEROR shall provide a short description of at least three (3) projects completed in the last five (5) years that is similar in size and scope to GPA's requirements in this RFP.

Section 7. EV Managed Charging Services Demonstration. OFFEROR shall demonstrate the proposed managed charging services to GPA on the date and time requested by GPA. The demonstration shall comprise of a

short 30-minute managed charging services demonstration showing at a minimum, the items requested by GPA below, followed by a 30-minute discussion with the GPA evaluation committee:

- A. A quick overview of the EV Managed Charging Services
- B. Reports for location and fleet capabilities
- C. Supporting system that contains administration features, i.e. controlling User access; database upgrades; database access, etc.

Section 8. Quality of Proposal. The quality of the proposal shall also be evaluated by GPA. Among the features to be evaluated are:

- A. Organization of responses and materials provided.
- B. Quality and quantity of responses submitted.
- C. Adequacy, appropriateness and relevance of materials and responses to GPA.
- D. Presentation of materials and proposal.

5.2 Price Proposal

The Price Proposal will be requested from the successful OFFEROR after completion of evaluation, and **SHOULD NOT BE INCLUDED** in the proposal submitted on or before 4:00 P.M.(ChST), March 28, 2024.

The Price Offer shall be provided by the best qualified OFFEROR during contract negotiations, after GPA completes determination of the most qualified OFFEROR, and OFFEROR is officially notified by GPA.

6 PROPOSAL EVALUATION

6.1 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. If a OFFEROR is the most qualified for the scope of work of this RFP, GPA reserves the right to award the contract to this OFFEROR.

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.

6.2 Evaluation Criteria and Proposal Scoring

GPA will convene a committee of no less than three people. These people will elect a committee chairperson. Table 1 below lists the Qualification Scoring that will be used by GPA's Evaluation Committee in reviewing and scoring the proposals.

The maximum score for each item shall be "10" points, for more than adequate, highly satisfactory, very relevant materials and responses from highly qualified OFFERORs, presented in a well-organized and properly formatted proposal.

The minimum score for each item shall be “0”, if no materials or responses were provided, or if the responses or materials were irrelevant or poorly organized.

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 greater than or equal to 70% of the maximum score for Parts B and C are deemed acceptable.

Proposals scoring below 70% 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.

QUALIFICATION SCORING

SCORING GUIDE: Highest = 10 (Highly Qualified, Excellent Proposal and Submissions)
Lowest = 0 (Not qualified, inadequate proposal or inadequate submissions)

PART A: Procurement and Legal Documents

| ITEM | DESCRIPTION | WEIGHT | MAXIMUM RAW SCORE | EQUIVALENT SCORE (Weight X Raw) |
|----------------------------------|---------------------------------|---|-------------------|---------------------------------|
| Section 1 | Articles of Incorporation, etc. | 1 | 10 | 10 |
| Section 2 | Financial Information | 1 | 10 | 10 |
| Section 3 | Legal Documents | *OFFEROR subject to disqualification if documents required under Section 3 are incorrect or incomplete.* | | |
| MAXIMUM SCORE FOR PART A: | | | | 20 |
| MINIMUM SCORE FOR PART A: | | | | 14 |

PART B: Electric Vehicle Managed Charging Services

| ITEM | DESCRIPTION | WEIGHT | MAXIMUM RAW SCORE | EQUIVALENT SCORE (Weight X Raw) |
|-----------|---|--------|-------------------|---------------------------------|
| Section 4 | | | | |
| A | Requirements | 6 | 10 | 60 |
| B | Project Approach, Project Management | 3 | 10 | 30 |
| C | Sample Inputs, Outputs, Docs | 4 | 10 | 40 |
| Section 5 | | | | |
| A | Experience – Installation/Implementation / Operations | 5 | 10 | 50 |

| | | | | |
|---|---|---|----|------------|
| B | Experience – Analysis | 5 | 10 | 50 |
| C | Installation, design and installation of similar projects | 5 | 10 | 50 |
| D | Providing reporting, maintenance & operations services | 5 | 10 | 50 |
| E | Qualifications & Experience of Project Team | 5 | 10 | 50 |
| Section 6 | Past Performance | 3 | 10 | 30 |
| Section 7 | Electric Vehicle Managed Charging Demonstration | 5 | 10 | 50 |
| Section 8 | Quality of Proposal | 2 | 10 | 20 |
| MAXIMUM SCORE FOR PART B: | | | | 480 |
| MINIMUM SCORE TO QUALIFY FOR PART B: | | | | 336 |

SCORE SUMMARY:

| MAXIMUM SCORE | MINIMUM SCORE TO QUALIFY |
|---|---|
| 500 And complete submission of requirements in Section A Part 3. | 350 And complete submission of requirements in Section A Part 3. |

Step 2: Committee-Wide Evaluation and Scoring of Proposal

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

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

Step 3: Negotiation and Award

The committee will negotiate with the top scoring 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.

STEP ONE EVALUATION FORM: INDIVIDUAL OFFEROR EVALUATION

Evaluator: _____

Firm/OFFEROR: _____

Date: _____

PART A: Procurement and Legal Documents

| ITEM | DESCRIPTION | WEIGHT | RAW SCORE | EQUIVALENT SCORE (Weight X Raw) |
|----------------------|---------------------------------|--|-----------|------------------------------------|
| Section 1 | Articles of Incorporation, etc. | 1 | | |
| Section 2 | Financial Information | 1 | | |
| Section 3 | Legal Documents | Complete Submission ? (Yes = Qualified, No – Disqualified) | | |
| PART A SCORE: | | | | |

PART B: Electric Vehicle Managed Charging Services

| ITEM | DESCRIPTION | WEIGHT | RAW SCORE | EQUIVALENT SCORE (Weight X Raw) |
|----------------------|---|--------|-----------|------------------------------------|
| Section 4 | | | | |
| A | Requirements | 6 | | |
| B | Project Approach, Project Mgmt | 3 | | |
| C | Sample Inputs, Outputs, Docs | 4 | | |
| Section 5 | | | | |
| A | Experience – Installation/Implementation | 5 | | |
| B | Experience – Analysis | 5 | | |
| C | Implementation of similar projects | 5 | | |
| D | Providing maintenance & consulting svcs | 5 | | |
| E | Qualifications & Experience of Project Team | 5 | | |
| Section 6 | Past Performance | 3 | | |
| Section 7 | Managed Charging Services Demonstration | 5 | | |
| Section 8 | Quality of Proposal | 2 | | |
| PART B SCORE: | | | | |

SCORE SUMMARY:

| PART | DESCRIPTION | EQUIVALENT SCORE | |
|---------------|-------------------------------|------------------|--|
| A | Procurement & Legal Documents | | Section 3 Complete? If yes, enter “Legal Documents Complete” Else, “Issues with Legal Documents” |
| B | EV Managed Charging Services | | |
| TOTAL: | | | |

STEP TWO COMMITTEE-WIDE EVALUATION FORM

Highest Score = 5 points

2nd Highest = 3 points3rd Highest = 1 point

Others = 0

| OFFEROR | Points Awarded per Evaluator | RANK |
|---------|------------------------------|------|
|---------|------------------------------|------|

| | Evaluator #1 | Evaluator #2 | Evaluator #3 | Evaluator #4 | Evaluator #5 | |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Evaluator Signatures

_____ Date _____ _____ Date _____
_____ Date _____ _____ Date _____
_____ Date _____ _____ Date _____

APPENDIX A OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
HAGATNA, GUAM)

I, undersigned, _____, being first duly sworn, deposes and says:
(partner or officer of the company, etc.)

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

Table with 3 columns: Name, Street Address (Principal Place of Business), Percentage of Shares Held. Includes a Total percentage of shares row.

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

Table with 3 columns: Name, Street Address (Principal Place of Business), Percentage of Shares Held. Includes a Total percentage of shares row.

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

Table with 3 columns: Name, Street Address (Principal Place of Business), Percentage of Shares Held. Includes a Total percentage of shares row.

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

Table with 3 columns: Name & Position, Street Address (Principal Place of Business), Contact Information.

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

| <u>Name & Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

5. 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> |
|-------------|----------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

| <u>Name & Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</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 _____.

APPENDIX B NON-COLLUSION AFFIDAVIT

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 sham, 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 _____, 2024.

)Seal(

Notary Public

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 _____, 2024.

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 _____, 2024.

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 _____, 2024.

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

| | | |
|--|------------------------------------|--|
| "REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor | | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 |
| Daniel W. Simms Director | Division of Wage Determinations | Wage Determination No.: 2015-5693 Revision No.: 20 Date Of Last Revision: 12/26/2023 |

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
|---|--|

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|----------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 14.27*** |
| 01012 - Accounting Clerk II | | 16.02*** |
| 01013 - Accounting Clerk III | | 17.93 |
| 01020 - Administrative Assistant | | 21.43 |
| 01035 - Court Reporter | | 17.40 |
| 01041 - Customer Service Representative I | | 12.75*** |
| 01042 - Customer Service Representative II | | 14.23*** |
| 01043 - Customer Service Representative III | | 15.62*** |
| 01051 - Data Entry Operator I | | 12.16*** |
| 01052 - Data Entry Operator II | | 13.27*** |
| 01060 - Dispatcher, Motor Vehicle | | 17.39 |
| 01070 - Document Preparation Clerk | | 13.85*** |
| 01090 - Duplicating Machine Operator | | 13.85*** |
| 01111 - General Clerk I | | 11.33*** |
| 01112 - General Clerk II | | 12.36*** |
| 01113 - General Clerk III | | 13.88*** |
| 01120 - Housing Referral Assistant | | 19.39 |
| 01141 - Messenger Courier | | 11.37*** |
| 01191 - Order Clerk I | | 12.57*** |
| 01192 - Order Clerk II | | 13.71*** |
| 01261 - Personnel Assistant (Employment) I | | 15.95*** |
| 01262 - Personnel Assistant (Employment) II | | 17.85 |

| | |
|--|----------|
| 01263 - Personnel Assistant (Employment) III | 19.89 |
| 01270 - Production Control Clerk | 22.97 |
| 01290 - Rental Clerk | 11.10*** |
| 01300 - Scheduler, Maintenance | 15.55*** |
| 01311 - Secretary I | 15.55*** |
| 01312 - Secretary II | 17.40 |
| 01313 - Secretary III | 19.39 |
| 01320 - Service Order Dispatcher | 15.40*** |
| 01410 - Supply Technician | 21.43 |
| 01420 - Survey Worker | 16.96*** |
| 01460 - Switchboard Operator/Receptionist | 10.78*** |
| 01531 - Travel Clerk I | 13.01*** |
| 01532 - Travel Clerk II | 14.12*** |
| 01533 - Travel Clerk III | 15.09*** |
| 01611 - Word Processor I | 14.53*** |
| 01612 - Word Processor II | 16.31*** |
| 01613 - Word Processor III | 18.26 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 17.20 |
| 05010 - Automotive Electrician | 16.16*** |
| 05040 - Automotive Glass Installer | 15.11*** |
| 05070 - Automotive Worker | 15.11*** |
| 05110 - Mobile Equipment Servicer | 12.96*** |
| 05130 - Motor Equipment Metal Mechanic | 17.20 |
| 05160 - Motor Equipment Metal Worker | 15.11*** |
| 05190 - Motor Vehicle Mechanic | 17.20 |
| 05220 - Motor Vehicle Mechanic Helper | 11.87*** |
| 05250 - Motor Vehicle Upholstery Worker | 14.06*** |
| 05280 - Motor Vehicle Wrecker | 15.11*** |
| 05310 - Painter, Automotive | 16.16*** |
| 05340 - Radiator Repair Specialist | 15.11*** |
| 05370 - Tire Repairer | 12.67*** |
| 05400 - Transmission Repair Specialist | 17.20 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.10*** |
| 07041 - Cook I | 14.44*** |
| 07042 - Cook II | 16.84*** |
| 07070 - Dishwasher | 9.69*** |
| 07130 - Food Service Worker | 10.11*** |
| 07210 - Meat Cutter | 13.34*** |
| 07260 - Waiter/Waitress | 9.73*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.75 |
| 09040 - Furniture Handler | 11.37*** |
| 09080 - Furniture Refinisher | 18.75 |
| 09090 - Furniture Refinisher Helper | 13.77*** |
| 09110 - Furniture Repairer, Minor | 16.32*** |
| 09130 - Upholsterer | 18.75 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.69*** |
| 11060 - Elevator Operator | 9.69*** |
| 11090 - Gardener | 14.28*** |
| 11122 - Housekeeping Aide | 10.13*** |
| 11150 - Janitor | 10.13*** |
| 11210 - Laborer, Grounds Maintenance | 10.79*** |
| 11240 - Maid or Houseman | 9.67*** |
| 11260 - Pruner | 9.66*** |
| 11270 - Tractor Operator | 13.07*** |
| 11330 - Trail Maintenance Worker | 10.79*** |
| 11360 - Window Cleaner | 11.32*** |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 18.96 |
| 12011 - Breath Alcohol Technician | 18.96 |
| 12012 - Certified Occupational Therapist Assistant | 26.02 |
| 12015 - Certified Physical Therapist Assistant | 26.02 |

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| 12020 - Dental Assistant | 18.79 |
| 12025 - Dental Hygienist | 39.73 |
| 12030 - EKG Technician | 28.73 |
| 12035 - Electroneurodiagnostic Technologist | 28.73 |
| 12040 - Emergency Medical Technician | 18.96 |
| 12071 - Licensed Practical Nurse I | 16.95*** |
| 12072 - Licensed Practical Nurse II | 18.96 |
| 12073 - Licensed Practical Nurse III | 21.14 |
| 12100 - Medical Assistant | 13.42*** |
| 12130 - Medical Laboratory Technician | 18.82 |
| 12160 - Medical Record Clerk | 14.97*** |
| 12190 - Medical Record Technician | 17.77 |
| 12195 - Medical Transcriptionist | 16.95*** |
| 12210 - Nuclear Medicine Technologist | 41.68 |
| 12221 - Nursing Assistant I | 12.43*** |
| 12222 - Nursing Assistant II | 13.97*** |
| 12223 - Nursing Assistant III | 15.24*** |
| 12224 - Nursing Assistant IV | 17.12*** |
| 12235 - Optical Dispenser | 18.96 |
| 12236 - Optical Technician | 16.95*** |
| 12250 - Pharmacy Technician | 15.49*** |
| 12280 - Phlebotomist | 16.95*** |
| 12305 - Radiologic Technologist | 28.73 |
| 12311 - Registered Nurse I | 23.50 |
| 12312 - Registered Nurse II | 28.73 |
| 12313 - Registered Nurse II, Specialist | 28.73 |
| 12314 - Registered Nurse III | 34.76 |
| 12315 - Registered Nurse III, Anesthetist | 34.76 |
| 12316 - Registered Nurse IV | 41.68 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 23.50 |
| 12320 - Substance Abuse Treatment Counselor | 23.50 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.42 |
| 13012 - Exhibits Specialist II | 26.53 |
| 13013 - Exhibits Specialist III | 32.45 |
| 13041 - Illustrator I | 21.42 |
| 13042 - Illustrator II | 26.53 |
| 13043 - Illustrator III | 32.45 |
| 13047 - Librarian | 29.38 |
| 13050 - Library Aide/Clerk | 17.05*** |
| 13054 - Library Information Technology Systems Administrator | 26.53 |
| 13058 - Library Technician | 18.11 |
| 13061 - Media Specialist I | 19.15 |
| 13062 - Media Specialist II | 21.42 |
| 13063 - Media Specialist III | 23.87 |
| 13071 - Photographer I | 19.15 |
| 13072 - Photographer II | 21.42 |
| 13073 - Photographer III | 26.53 |
| 13074 - Photographer IV | 32.45 |
| 13075 - Photographer V | 39.27 |
| 13090 - Technical Order Library Clerk | 21.42 |
| 13110 - Video Teleconference Technician | 19.15 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.71*** |
| 14042 - Computer Operator II | 17.22 |
| 14043 - Computer Operator III | 19.19 |
| 14044 - Computer Operator IV | 21.33 |
| 14045 - Computer Operator V | 23.62 |
| 14071 - Computer Programmer I | (see 1) 15.73*** |
| 14072 - Computer Programmer II | (see 1) 19.50 |
| 14073 - Computer Programmer III | (see 1) 23.84 |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) 24.23 |
| 14102 - Computer Systems Analyst II | (see 1) |

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| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 15.71*** |
| 14160 - Personal Computer Support Technician | | 21.33 |
| 14170 - System Support Specialist | | 21.24 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 24.23 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 34.91 |
| 15050 - Computer Based Training Specialist / Instructor | | 24.23 |
| 15060 - Educational Technologist | | 29.40 |
| 15070 - Flight Instructor (Pilot) | | 34.91 |
| 15080 - Graphic Artist | | 20.47 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 34.91 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 34.91 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 34.91 |
| 15090 - Technical Instructor | | 17.67 |
| 15095 - Technical Instructor/Course Developer | | 23.78 |
| 15110 - Test Proctor | | 15.70*** |
| 15120 - Tutor | | 15.70*** |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.83*** |
| 16030 - Counter Attendant | | 10.83*** |
| 16040 - Dry Cleaner | | 12.36*** |
| 16070 - Finisher, Flatwork, Machine | | 10.83*** |
| 16090 - Presser, Hand | | 10.83*** |
| 16110 - Presser, Machine, Drycleaning | | 10.83*** |
| 16130 - Presser, Machine, Shirts | | 10.83*** |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.83*** |
| 16190 - Sewing Machine Operator | | 12.88*** |
| 16220 - Tailor | | 13.40*** |
| 16250 - Washer, Machine | | 11.34*** |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 19.46 |
| 19040 - Tool And Die Maker | | 24.46 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 15.36*** |
| 21030 - Material Coordinator | | 22.97 |
| 21040 - Material Expediter | | 22.97 |
| 21050 - Material Handling Laborer | | 12.57*** |
| 21071 - Order Filler | | 10.62*** |
| 21080 - Production Line Worker (Food Processing) | | 15.36*** |
| 21110 - Shipping Packer | | 17.12*** |
| 21130 - Shipping/Receiving Clerk | | 17.12*** |
| 21140 - Store Worker I | | 15.83*** |
| 21150 - Stock Clerk | | 22.26 |
| 21210 - Tools And Parts Attendant | | 15.36*** |
| 21410 - Warehouse Specialist | | 15.36*** |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 25.04 |
| 23019 - Aircraft Logs and Records Technician | | 19.47 |
| 23021 - Aircraft Mechanic I | | 23.84 |
| 23022 - Aircraft Mechanic II | | 25.04 |
| 23023 - Aircraft Mechanic III | | 26.30 |
| 23040 - Aircraft Mechanic Helper | | 16.58*** |
| 23050 - Aircraft, Painter | | 22.39 |
| 23060 - Aircraft Servicer | | 19.47 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 22.39 |
| 23080 - Aircraft Worker | | 21.03 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 21.03 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | | 23.84 |
| 23110 - Appliance Mechanic | | 19.46 |
| 23120 - Bicycle Repairer | | 15.61*** |
| 23125 - Cable Splicer | | 22.47 |

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| 23130 - Carpenter, Maintenance | 17.58 |
| 23140 - Carpet Layer | 18.20 |
| 23160 - Electrician, Maintenance | 19.37 |
| 23181 - Electronics Technician Maintenance I | 18.20 |
| 23182 - Electronics Technician Maintenance II | 19.46 |
| 23183 - Electronics Technician Maintenance III | 20.72 |
| 23260 - Fabric Worker | 16.94*** |
| 23290 - Fire Alarm System Mechanic | 16.77*** |
| 23310 - Fire Extinguisher Repairer | 15.61*** |
| 23311 - Fuel Distribution System Mechanic | 20.72 |
| 23312 - Fuel Distribution System Operator | 15.61*** |
| 23370 - General Maintenance Worker | 13.24*** |
| 23380 - Ground Support Equipment Mechanic | 23.84 |
| 23381 - Ground Support Equipment Servicer | 19.47 |
| 23382 - Ground Support Equipment Worker | 21.03 |
| 23391 - Gunsmith I | 15.61*** |
| 23392 - Gunsmith II | 18.20 |
| 23393 - Gunsmith III | 20.72 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 19.27 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 20.50 |
| 23430 - Heavy Equipment Mechanic | 19.50 |
| 23440 - Heavy Equipment Operator | 18.10 |
| 23460 - Instrument Mechanic | 20.72 |
| 23465 - Laboratory/Shelter Mechanic | 19.46 |
| 23470 - Laborer | 12.57*** |
| 23510 - Locksmith | 19.46 |
| 23530 - Machinery Maintenance Mechanic | 23.13 |
| 23550 - Machinist, Maintenance | 20.72 |
| 23580 - Maintenance Trades Helper | 11.77*** |
| 23591 - Metrology Technician I | 20.72 |
| 23592 - Metrology Technician II | 22.03 |
| 23593 - Metrology Technician III | 23.33 |
| 23640 - Millwright | 20.72 |
| 23710 - Office Appliance Repairer | 19.46 |
| 23760 - Painter, Maintenance | 17.04*** |
| 23790 - Pipefitter, Maintenance | 19.96 |
| 23810 - Plumber, Maintenance | 18.75 |
| 23820 - Pneudraulic Systems Mechanic | 20.72 |
| 23850 - Rigger | 20.72 |
| 23870 - Scale Mechanic | 18.20 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.55 |
| 23910 - Small Engine Mechanic | 18.20 |
| 23931 - Telecommunications Mechanic I | 19.96 |
| 23932 - Telecommunications Mechanic II | 21.24 |
| 23950 - Telephone Lineman | 20.62 |
| 23960 - Welder, Combination, Maintenance | 19.96 |
| 23965 - Well Driller | 21.13 |
| 23970 - Woodcraft Worker | 20.71 |
| 23980 - Woodworker | 15.61*** |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 15.01*** |
| 24570 - Child Care Attendant | 10.09*** |
| 24580 - Child Care Center Clerk | 13.25*** |
| 24610 - Chore Aide | 14.06*** |
| 24620 - Family Readiness And Support Services Coordinator | 15.01*** |
| 24630 - Homemaker | 16.12*** |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 22.79 |
| 25040 - Sewage Plant Operator | 22.89 |
| 25070 - Stationary Engineer | 22.79 |
| 25190 - Ventilation Equipment Tender | 15.72*** |
| 25210 - Water Treatment Plant Operator | 22.89 |

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| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 10.90*** |
| 27007 - Baggage Inspector | 9.63*** |
| 27008 - Corrections Officer | 14.59*** |
| 27010 - Court Security Officer | 14.59*** |
| 27030 - Detection Dog Handler | 10.90*** |
| 27040 - Detention Officer | 14.59*** |
| 27070 - Firefighter | 14.59*** |
| 27101 - Guard I | 9.63*** |
| 27102 - Guard II | 10.90*** |
| 27131 - Police Officer I | 14.59*** |
| 27132 - Police Officer II | 16.21*** |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.24*** |
| 28042 - Carnival Equipment Repairer | 14.46*** |
| 28043 - Carnival Worker | 9.78*** |
| 28210 - Gate Attendant/Gate Tender | 13.18*** |
| 28310 - Lifeguard | 11.01*** |
| 28350 - Park Attendant (Aide) | 14.74*** |
| 28510 - Recreation Aide/Health Facility Attendant | 11.84*** |
| 28515 - Recreation Specialist | 18.26 |
| 28630 - Sports Official | 11.74*** |
| 28690 - Swimming Pool Operator | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 26.02 |
| 29020 - Hatch Tender | 26.02 |
| 29030 - Line Handler | 26.02 |
| 29041 - Stevedore I | 24.21 |
| 29042 - Stevedore II | 27.82 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 43.06 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 29.69 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.70 |
| 30021 - Archeological Technician I | 18.17 |
| 30022 - Archeological Technician II | 20.33 |
| 30023 - Archeological Technician III | 25.19 |
| 30030 - Cartographic Technician | 25.19 |
| 30040 - Civil Engineering Technician | 25.19 |
| 30051 - Cryogenic Technician I | 27.89 |
| 30052 - Cryogenic Technician II | 30.80 |
| 30061 - Drafter/CAD Operator I | 18.17 |
| 30062 - Drafter/CAD Operator II | 20.33 |
| 30063 - Drafter/CAD Operator III | 22.66 |
| 30064 - Drafter/CAD Operator IV | 27.89 |
| 30081 - Engineering Technician I | 16.19*** |
| 30082 - Engineering Technician II | 18.17 |
| 30083 - Engineering Technician III | 20.33 |
| 30084 - Engineering Technician IV | 25.19 |
| 30085 - Engineering Technician V | 30.80 |
| 30086 - Engineering Technician VI | 37.27 |
| 30090 - Environmental Technician | 25.19 |
| 30095 - Evidence Control Specialist | 25.19 |
| 30210 - Laboratory Technician | 22.66 |
| 30221 - Latent Fingerprint Technician I | 27.89 |
| 30222 - Latent Fingerprint Technician II | 30.80 |
| 30240 - Mathematical Technician | 25.19 |
| 30361 - Paralegal/Legal Assistant I | 19.54 |
| 30362 - Paralegal/Legal Assistant II | 24.21 |
| 30363 - Paralegal/Legal Assistant III | 29.61 |
| 30364 - Paralegal/Legal Assistant IV | 35.83 |
| 30375 - Petroleum Supply Specialist | 30.80 |
| 30390 - Photo-Optics Technician | 24.92 |
| 30395 - Radiation Control Technician | 30.80 |
| 30461 - Technical Writer I | 25.19 |
| 30462 - Technical Writer II | 30.80 |

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| 30463 - Technical Writer III | 37.27 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 27.37 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 33.11 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 39.69 |
| 30494 - Unexploded (UXO) Safety Escort | 27.37 |
| 30495 - Unexploded (UXO) Sweep Personnel | 27.37 |
| 30501 - Weather Forecaster I | 27.89 |
| 30502 - Weather Forecaster II | 33.93 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 22.66 |
| 30621 - Weather Observer, Senior | (see 2) 25.19 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 33.11 |
| 31020 - Bus Aide | 8.97*** |
| 31030 - Bus Driver | 11.73*** |
| 31043 - Driver Courier | 10.26*** |
| 31260 - Parking and Lot Attendant | 9.91*** |
| 31290 - Shuttle Bus Driver | 11.65*** |
| 31310 - Taxi Driver | 11.41*** |
| 31361 - Truckdriver, Light | 11.21*** |
| 31362 - Truckdriver, Medium | 12.16*** |
| 31363 - Truckdriver, Heavy | 16.11*** |
| 31364 - Truckdriver, Tractor-Trailer | 16.11*** |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 16.14*** |
| 99030 - Cashier | 10.01*** |
| 99050 - Desk Clerk | 9.71*** |
| 99095 - Embalmer | 27.37 |
| 99130 - Flight Follower | 27.37 |
| 99251 - Laboratory Animal Caretaker I | 24.31 |
| 99252 - Laboratory Animal Caretaker II | 26.56 |
| 99260 - Marketing Analyst | 21.54 |
| 99310 - Mortician | 27.37 |
| 99410 - Pest Controller | 16.07*** |
| 99510 - Photofinishing Worker | 14.38*** |
| 99710 - Recycling Laborer | 17.32 |
| 99711 - Recycling Specialist | 23.38 |
| 99730 - Refuse Collector | 16.40*** |
| 99810 - Sales Clerk | 10.63*** |
| 99820 - School Crossing Guard | 17.96 |
| 99830 - Survey Party Chief | 23.99 |
| 99831 - Surveying Aide | 13.65*** |
| 99832 - Surveying Technician | 17.73 |
| 99840 - Vending Machine Attendant | 24.31 |
| 99841 - Vending Machine Repairer | 30.96 |
| 99842 - Vending Machine Repairer Helper | 24.31 |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

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 _____, 2024.

Notary Public

APPENDIX G CONTINGENT FEES AFFIDAVIT

